Internal Revenue Service
P. O. Box 2508
Cincinnati, OH 45201

Department of the Treasury

Date: February 9, 2012

Person to Contact:
Karen Batey 0202939
Toll Free Telephone Number:
877-829-5500

Kim Barker
Pro Publica
One Exchange Plaza 23rd Floor
New York, New York 10006

Dear Sir or Madam:

This is in response to your January 19, 2012, request for copies of records for Ending Spending.

Enclosed are the copies you requested.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Cindy Thomas

Cindy Thomas
Manager, Exempt Organizations
Determinations

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 29 2011

TAXPAYERS AGAINST EARMARKS INC
1101 PENNSYLVANIA AVE NW STE 700
WASHINGTON, DC 20004-2514

Employer Identification Number:
27-2189012
DLN:
17053273312010
Contact Person:
ELIZABETH MARQUEZ ID# 95117
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Effective Date of Exemption:
March 22, 2010
Contribution Deductibility:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-NC

Letter 948 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 29 2011

TAXPAYERS AGAINST EARMARKS INC
C/O PATTON BOGGS LLP
WILLIAM J MCGINLEY
2550 M ST NW
WASHINGTON, DC 20037

Employer Identification Number:
27-2189012
DLN:
17053273312010
Contact Person:
ELIZABETH MARQUEZ ID# 95117
Contact Telephone Number:
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Enclosure: Publication 4221-NC

Letter 948 (DO/CG)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 29 2011

TAXPAYERS AGAINST EARMARKS INC
C/O PATTON BOGGS LLP
GEORGE J SCHUTZER
2550 M ST NW
WASHINGTON, DC 20037

Employer Identification Number:
27-2189012
DLN:
17053273312010
Contact Person:
ELIZABETH MARQUEZ ID# 95117
Contact Telephone Number:
(877) 829-5500
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Sincerely,

Lois G. Lerner
Director, Exempt Organizations

Enclosure: Publication 4221-NC

Letter 948 (DO/CG)

Form **2848**
(Rev. June 2008)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ Type or print. ▶ See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 Taxpayer information. Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s)	Employer identification number
Taxpayers Against Earmarks, Inc. **c/o Brian C. Baker** **1101 Pennsylvania Ave., N.W.** **Suite 700** **Washington, DC 20004-2514**		**27 2189012**
	Daytime telephone number ()	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. / Telephone No. / Fax No. / Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
William J. McGinley, Patton Boggs LLP **2550 M Street,N.W.,** **Washington, DC 20037**	CAF No. Telephone No. **202-457-6561** Fax No. **202-457-6315**
Name and address	CAF No. **7800-07711R** Telephone No. **202-457-5723** Fax No. **202-457-315**
George J. Schutzer, Patton Boggs LLP **2550 M Street, N.W.,** **Washington, DC 20037**	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. Telephone No. Fax No. Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Employer Identification Number, Tax Matters	**SS-4, 1024, 990**	**2010-2011**

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Uses Not Recorded on CAF** ▶ ☐

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative or add additional representatives, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 1 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan administrator may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (levels k and l) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney:

6 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH**, refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ▶

7 **Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.

a If you also want the second representative listed to receive a copy of notices and communications, check this box ▶ ☑

b If you do not want any notices or communications sent to your representative(s), check this box ▶ ☐

8 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here. ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

9 **Signature of taxpayer(s).** If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	Title (if applicable)
Brian C Baker	9/23/2010	President

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
Brian C. Baker	☐☐☐☐☐	**Taxpayers Against Earmarks, Inc.**

Signature	Date	Title (if applicable)

Print Name	PIN Number
	☐☐☐☐☐

Part II Declaration of Representative

Caution: *Students with a special order to represent taxpayers in qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program (levels k and l), see the instructions for Part II.*

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer's organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Circular 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See **Unenrolled Return Preparer** on page 1 of the instructions.

k Student Attorney—student who receives permission to practice before the IRS by virtue of their status as a law student under section 10.7(d) of Circular 230.

l Student CPA—student who receives permission to practice before the IRS by virtue of their status as a CPA student under section 10.7(d) of Circular 230.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a–r)	Jurisdiction (state) or identification	Signature	Date
a	DC, MD		9/27/2010 X
a	DC		9/28/2010 X

17053273132010

Form **1024**
(Rev. September 1998)
Department of the Treasury
Internal Revenue Service

Application for Recognition of Exemption Under Section 501(a)

OMB No. 1545-0057

If exempt status is approved, this application will be open for public inspection.

Read the instructions for each Part carefully. **A User Fee must be attached to this application.**
If the required information and appropriate documents are not submitted along with Form 8718 (with payment of the appropriate user fee), the application may be returned to the organization.
Complete the Procedural Checklist on page 6 of the instructions.

Part I. Identification of Applicant (Must be completed by all applicants; also complete appropriate schedule.)
Submit only the schedule that applies to your organization. Do not submit blank schedules.

Check the appropriate box below to indicate the section under which the organization is applying:

- a ☐ Section 501(c)(2)—Title holding corporations (Schedule A, page 7)
- b ☑ Section 501(c)(4)—Civic leagues, social welfare organizations (including certain war veterans' organizations), or local associations of employees (Schedule B, page 8)
- c ☐ Section 501(c)(5)—Labor, agricultural, or horticultural organizations (Schedule C, page 9)
- d ☐ Section 501(c)(6)—Business leagues, chambers of commerce, etc. (Schedule C, page 9)
- e ☐ Section 501(c)(7)—Social clubs (Schedule D, page 11)
- f ☐ Section 501(c)(8)—Fraternal beneficiary societies, etc., providing life, sick, accident, or other benefits to members (Schedule E, page 13)
- g ☐ Section 501(c)(9)—Voluntary employees' beneficiary associations (Parts I through IV and Schedule F, page 14)
- h ☐ Section 501(c)(10)—Domestic fraternal societies, orders, etc., not providing life, sick, accident, or other benefits (Schedule E, page 13)
- i ☐ Section 501(c)(12)—Benevolent life insurance associations, mutual ditch or irrigation companies, mutual or cooperative telephone companies, or like organizations (Schedule G, page 15)
- j ☐ Section 501(c)(13)—Cemeteries, crematoria, and like corporations (Schedule H, page 16)
- k ☐ Section 501(c)(15)—Mutual insurance companies or associations, other than life or marine (Schedule I, page 17)
- l ☐ Section 501(c)(17)—Trusts providing for the payment of supplemental unemployment compensation benefits (Parts I through IV and Schedule J, page 18)
- m ☐ Section 501(c)(19)—A post, organization, auxiliary unit, etc., of past or present members of the Armed Forces of the United States (Schedule K, page 19)
- n ☐ Section 501(c)(25)—Title holding corporations or trusts (Schedule A, page 7)

1a Full name of organization (as shown in organizing document)
Taxpayers Against Earmarks, Inc.

2 Employer identification number (EIN) (if none, see **Specific Instructions** on page 2)
27 : 2189012

1b c/o Name (if applicable)

3 Name and telephone number of person to be contacted if additional information is needed
William J. McGinley
(202) 457-6000

1c Address (number and street)
1101 Pennsylvania Avenue, N.W.

Room/Suite
700

1d City, town or post office, state, and ZIP + 4 If you have a foreign address, see **Specific Instructions** for Part I, page 2.
Washington, DC 20004-2514

1e Web site address
www.endingspending.com

4 Month the annual accounting period ends
December

5 Date incorporated or formed
March 22, 2010

6 Did the organization previously apply for recognition of exemption under this Code section or under any other section of the Code? ☐ Yes ☑ No
If "Yes," attach an explanation.

7 Has the organization filed Federal income tax returns or exempt organization information returns? ☐ Yes ☑ No
If "Yes," state the form numbers, years filed, and Internal Revenue office where filed.

8 Check the box for the type of organization. ATTACH A CONFORMED COPY OF THE CORRESPONDING ORGANIZING DOCUMENTS TO THE APPLICATION BEFORE MAILING.

- a ☑ Corporation— Attach a copy of the Articles of Incorporation (including amendments and restatements) showing approval by the appropriate state official; also attach a copy of the bylaws. See Attachment A.
- b ☐ Trust— Attach a copy of the Trust Indenture or Agreement, including all appropriate signatures and dates.
- c ☐ Association— Attach a copy of the Articles of Association, Constitution, or other creating document, with a declaration (see instructions) or other evidence that the organization was formed by adoption of the document by more than one person. Also include a copy of the bylaws.

If this is a corporation or an unincorporated association that has not yet adopted bylaws, check here ▶ ☐

I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization, and that I have examined this application, including the accompanying schedules and attachments, and to the best of my knowledge it is true, correct, and complete.

PLEASE SIGN HERE ▶ Brian C Baker (Signature) POSTMARK RECEIVED Brian C. Baker, President (Type or print name and title or authority of signer) 9/23/2010 (Date)

For Paperwork Reduction Act Notice, see page 5 of the instructions. Cat. No. 12343K

SEP 28 '10 SEP 29 '10 17152010273001

CINCINNATI
SERVICE CENTER

Part II. Activities and Operational Information (Must be completed by all applicants)

1 Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: **(a)** a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; **(b)** when the activity was or will be initiated; and **(c)** where and by whom the activity will be conducted.

See Statement 1.

2 List the organization's present and future sources of financial support, beginning with the largest source first.

Taxpayers Against Earmarks, Inc. ("TAE") expects to be funded solely with voluntary contributions. Initially, TAE will receive funding solely from J. Joe Ricketts, TAE's sole director and Chairman of the Board. TAE believes that limiting its initial funding to donations from Mr. Ricketts will permit the organization to maintain its operational independence to pursue the governmental reform and transparency projects and goals identified in response to Part II, Question 1.

TAE anticipates that in the future it will receive contributions from additional sources such as individuals, corporations and like-minded tax exempt organizations that support TAE's purposes and activities.

Part II. Activities and Operational Information (continued)

3 Give the following information about the organization's governing body:

a Names, addresses, and titles of officers, directors, trustees, etc.	b Annual compensation
See Statement 2.	See Statement 2.

4 If the organization is the outgrowth or continuation of any form of predecessor, state the name of each predecessor, the period during which it was in existence, and the reasons for its termination. Submit copies of all papers by which any transfer of assets was effected.

Not applicable

5 If the applicant organization is now, or plans to be, connected in any way with any other organization, describe the other organization and explain the relationship (e.g., financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).

See Statement 3.

6 If the organization has capital stock issued and outstanding, state: **(1)** class or classes of the stock; **(2)** number and par value of the shares; **(3)** consideration for which they were issued; and **(4)** if any dividends have been paid or whether your organization's creating instrument authorizes dividend payments on any class of capital stock.

Not applicable

7 State the qualifications necessary for membership in the organization; the classes of membership (with the number of members in each class); and the voting rights and privileges received. If any group or class of persons is required to join, describe the requirement and explain the relationship between those members and members who join voluntarily. Submit copies of any membership solicitation material. Attach sample copies of all types of membership certificates issued.

The organization will not have members. (It may refer to contributors as members, but those members will have no rights.)

8 Explain how your organization's assets will be distributed on dissolution.

See Statement 4.

Part II. Activities and Operational Information (continued)

9 Has the organization made or does it plan to make any distribution of its property or surplus funds to shareholders or members? ☐ Yes ☑ No

If "Yes," state the full details, including: **(1)** amounts or value; **(2)** source of funds or property distributed or to be distributed; and **(3)** basis of, and authority for, distribution or planned distribution.

Not applicable

10 Does, or will, any part of your organization's receipts represent payments for services performed or to be performed? . ☐ Yes ☑ No

If "Yes," state in detail the amount received and the character of the services performed or to be performed.

Not applicable

11 Has the organization made, or does it plan to make, any payments to members or shareholders for services performed or to be performed? ☐ Yes ☑ No

If "Yes," state in detail the amount paid, the character of the services, and to whom the payments have been, or will be, made.

Not applicable

12 Does the organization have any arrangement to provide insurance for members, their dependents, or others (including provisions for the payment of sick or death benefits, pensions, or annuities)? ☐ Yes ☑ No

If "Yes," describe and explain the arrangement's eligibility rules and attach a sample copy of each plan document and each type of policy issued.

Not applicable

13 Is the organization under the supervisory jurisdiction of any public regulatory body, such as a social welfare agency, etc.? ☐ Yes ☑ No

If "Yes," submit copies of all administrative opinions or court decisions regarding this supervision, as well as copies of applications or requests for the opinions or decisions.

14 Does the organization now lease or does it plan to lease any property? ☑ Yes ☐ No

If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of any rental or lease agreement. (If the organization is a party, as a lessor, to multiple leases of rental real property under similar lease agreements, please attach a single representative copy of the leases.)

See Statement 5.

15 Has the organization spent or does it plan to spend any money attempting to influence the selection, nomination, election, or appointment of any person to any Federal, state, or local public office or to an office in a political organization? . . ☑ Yes ☐ No

If "Yes," explain in detail and list the amounts spent or to be spent in each case.

See Statement 6.

16 Does the organization publish pamphlets, brochures, newsletters, journals, or similar printed material? ☑ Yes ☐ No

If "Yes," attach a recent copy of each. See Statement 7.

Part III. Financial Data (Must be completed by all applicants)

Complete the financial statements for the current year and for each of the 3 years immediately before it. If in existence less than 4 years, complete the statements for each year in existence. ***If in existence less than 1 year, also provide proposed budgets for the 2 years following the current year.***

A. Statement of Revenue and Expenses

		(a) Current Tax Year From March To Dec.	3 Prior Tax Years or Proposed Budget for Next 2 Years (b) 2011	(c) 2012	(d)	(e) Total
	Revenue					
1	Gross dues and assessments of members					
2	Gross contributions, gifts, etc.	3,000,000	3,000,000	3,000,000		9,000,000
3	Gross amounts derived from activities related to the organization's exempt purpose (attach schedule) (Include related cost of sales on line 9.)					
4	Gross amounts from unrelated business activities (attach schedule)					
5	Gain from sale of assets, excluding inventory items (attach schedule)					
6	Investment income (see page 3 of the instructions)					
7	Other revenue (attach schedule)					
8	Total revenue (add lines 1 through 7)	3,000,000	3,000,000	3,000,000		9,000,000
	Expenses					
9	Expenses attributable to activities related to the organization's exempt purposes	2,341,750	2,270,750	2,260,750		6,873,250
10	Expenses attributable to unrelated business activities	-0-	-0-	-0-		-0-
11	Contributions, gifts, grants, and similar amounts paid (attach schedule)	-0-	-0-	-0-		-0-
12	Disbursements to or for the benefit of members (attach schedule)	-0-	-0-	-0-		-0-
13	Compensation of officers, directors, and trustees (attach schedule) 8	370,000	395,000	395,000		1,160,000
14	Other salaries and wages	75,000	125,000	125,000		325,000
15	Interest	-0-	-0-	-0-		-0-
16	Occupancy	45,800	45,800	45,800		137,400
17	Depreciation and depletion	-0-	-0-	-0-		-0-
18	Other expenses (attach schedule) Stmt 9	167,450	163,450	173,450		504,350
19	Total expenses (add lines 9 through 18)	3,000,000	3,000,000	3,000,000		9,000,000
20	Excess of revenue over expenses (line 8 minus line 19)	0	0	0		0

B. Balance Sheet (at the end of the period shown)

		Current Tax Year as of 8/31/2010
	Assets	
1	Cash	40,077.16
2	Accounts receivable, net	-0-
3	Inventories	-0-
4	Bonds and notes receivable (attach schedule)	-0-
5	Corporate stocks (attach schedule)	-0-
6	Mortgage loans (attach schedule)	-0-
7	Other investments (attach schedule)	-0-
8	Depreciable and depletable assets (attach schedule) Leasehold improvements	20,143.00
9	Land	-0-
10	Other assets (attach schedule)	-0-
11	**Total assets**	60,220.16
	Liabilities	
12	Accounts payable	615.97
13	Contributions, gifts, grants, etc., payable	-0-
14	Mortgages and notes payable (attach schedule)	-0-
15	Other liabilities (attach schedule)	-0-
16	**Total liabilities**	615.97
	Fund Balances or Net Assets	
17	Total fund balances or net assets	59,604.19
18	**Total liabilities and fund balances or net assets** (add line 16 and line 17)	60,220.16

If there has been any substantial change in any aspect of the organization's financial activities since the end of the period shown above, check the box and attach a detailed explanation. ▶ ☐

Schedule B Organizations Described in Section 501(c)(4) (Civic leagues, social welfare organizations (including posts, councils, etc., of veterans' organizations not qualifying or applying for exemption under section 501(c)(19)) or local associations of employees.)

1 Has the Internal Revenue Service previously issued a ruling or determination letter recognizing the applicant organization (or any predecessor organization listed in question 4, Part II of the application) to be exempt under section 501(c)(3) and later revoked that recognition of exemption on the basis that the applicant organization (or its predecessor) was carrying on propaganda or otherwise attempting to influence legislation or on the basis that it engaged in political activity? . . ☐ Yes ☑ No

If "Yes," indicate the earliest tax year for which recognition of exemption under section 501(c)(3) was revoked and the IRS district office that issued the revocation.

Not applicable

2 Does the organization perform or plan to perform (for members, shareholders, or others) services, such as maintaining the common areas of a condominium; buying food or other items on a cooperative basis; or providing recreational facilities or transportation services, job placement, or other similar undertakings? ☐ Yes ☑ No

If "Yes," explain the activities in detail, including income realized and expenses incurred. Also, explain in detail the nature of the benefits to the general public from these activities. (If the answer to this question is explained in Part II of the application (pages 2, 3, and 4), enter the page and item number here.)

Not applicable

3 If the organization is claiming exemption as a homeowners' association, is access to any property or facilities it owns or maintains restricted in any way? ☐ Yes ☑ No

If "Yes," explain.

Not applicable

4 If the organization is claiming exemption as a local association of employees, state the name and address of each employer whose employees are eligible for membership in the association. If employees of more than one plant or office of the same employer are eligible for membership, give the address of each plant or office.

Not applicable

Taxpayers Against Earmarks, Inc.
EIN: 27-2189012
1024 Statements

STATEMENT 1.

Part II, Line 1. Provide a detailed narrative description of all the activities of the organization—past, present, and planned. Do not merely refer to or repeat the language in the organizational document. List each activity separately in the order of importance based on the relative time and other resources devoted to the activity. Indicate the percentage of time for each activity. Each description should include, as a minimum, the following: (a) a detailed description of the activity including its purpose and how each activity furthers your exempt purpose; (b) when the activity was or will be initiated; and (c) where and by whom the activity will be conducted.

Taxpayers Against Earmarks, Inc. ("TAE") is a Virginia nonstock corporation established for the purpose of promoting public policies that increase government transparency and accountability and promote fiscal discipline. TAE's initial activities will focus on eliminating earmarks sponsored by Members of the United States House of Representatives and Senate. TAE believes that eliminating earmarks will result in government policies that benefit all Americans and not just the special interests and will reduce the federal government budget deficit.

The primary purpose of TAE is to promote the social welfare of the United States and to contribute to the common good and general welfare of the citizens of the United States. To accomplish its primary purpose, TAE will seek to educate the American people about the public policies that increase government transparency and accountability and promote federal government fiscal discipline. The organization pursues its goals by conducting programs intended to educate the public about the benefits of public policies discussed above.

TAE will sponsor educational programs through mass media, including direct mail, newspaper, radio and television advertisements, and on the internet through websites and social media to enhance the knowledge of the citizenry. TAE will also pursue its goals through a combination of direct lobbying, grassroots organizing, earned media outreach, paid advertising and other public education activities. The organization will educate and activate concerned citizens and community leaders nationwide. The organization will also organize local press briefings, community briefings, editorial board briefings, and other public activities designed to educate the public about how public policies that increase government transparency and accountability and promote government fiscal discipline benefit Americans.

TAE may also provide grants to other tax exempt organizations for the purpose of conducting educational activities that further the organization's purposes. The provision of grants will be contingent on the availability of funds and whether the recipient organization's purposes are compatible with those of TAE.

It is anticipated that the following professionals or organizations may be retained to further TAE's objectives:

- Research and survey firm to compile data;
- Law firm to ensure compliance with applicable state and federal laws and regulations;
- Media affairs firm to create, produce and place advertisements;
- Internet consulting firm to establish and administer websites and social media platforms; and
- Accounting firm to provide financial services.

[STATEMENT 1 CONT.]

While TAE may support or oppose specific ballot measures or legislation, the organization does not plan to devote any significant resources to support or opposing any candidate or group of candidates for public office. In the event that TAE does conduct any political campaign activity, it will comply with the restrictions imposed by sections 501(c)(4) and 527(f) of the Code, and all other relevant laws and regulations.

Current/Short Term Activities: The organization is currently in a planning and development phase, which should take three to six months. As part of this phase, the organization should be able to estimate how much money it can raise and then match its activities to its revenues.

Over the next four months, the organization intends to sponsor a series of website and social media platforms, advertisements and grassroots initiatives educating the general public about the need to eliminate federal earmarks. TAE will also engage in direct lobbying activities advocating the elimination of earmarks. This educational and lobbying campaign will last approximately four months and urge the public about the need to eliminate earmarks and increase government transparency and accountability. It is anticipated that these activities will occupy approximately seventy-percent (70%) of the organization's time.

To date, the organization's activities have been administrative and organizational. It is preparing a budget, developing an organizational structure, and exploring whether to secure and broaden its sources of financial support. Over the next four months, it is anticipated that these activities will occupy approximately thirty percent (30%) of the organization's time.

Planned Activities: TAE anticipates that a substantial portion of its resources and funds will be devoted to programs designed to educate the general public about the benefits of eliminating earmarks, increasing government transparency and accountability, and promoting government fiscal discipline. It is anticipated that educational campaigns through mass media such as television, radio, newspapers, and the internet will occupy approximately forty percent (40%) of the organization's time. Approximately twenty percent (20%) of the organization's time will be devoted to earned media activities such as press conferences, op-ed pieces, editorial board briefings and similar public educational activities, and another twenty percent (20%) of the organization's time will be devoted to administrative and compliance activities. The remaining twenty percent (20%) of the organization's time will be devoted to fundraising, strategic planning activities, and outreach/informational activities targeted for the organization's supporters (*e.g.*, individuals who have signed up to receive the information from the organization) and the general public.

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STATEMENT 2.

Part II, Lines 3a-b. Give the following information about the organization's governing body: a.) Names, addresses, and titles of officers, directors, trustees, etc.; and b.) Annual compensation.

Name/Address	Position	Compensation
J. Joe Ricketts 11001 Pennsylvania Ave., N.W. Suite 700 Washington, DC 20004	Director/ Chairman of the Board	-0-
Brian Baker 11001 Pennsylvania Ave., N.W. Suite 700 Washington, DC 20004	President/ Secretary/ Chief Operating Officer/ General Counsel	$370,000
Mark Simmons 11001 Pennsylvania Ave., N.W. Suite 700 Washington, DC 20004	Treasurer	-0-

STATEMENT 3.

Part II, Line 5. If the applicant organization is now, or plans to be, connected in any way with any other organization, describe the other organization and explain the relationship (e.g., financial support on a continuing basis; shared facilities or employees; same officers, directors, or trustees).

Currently, Taxpayers Against Earmarks, Inc. ("TAE") is not connected with any other organization. However, it is anticipated that TAE will form a charity under section 501(c)(3) of the Code. This organization will be established as a nonprofit organization that will file Form 1023 with the Service seeking recognition as charitable organization described in section 501(c)(3). The purpose of the organization will be to educate Americans about the importance of public policy issues that affect government transparency and accountability and the federal budget deficit.

It is anticipated that TAE and the 501(c)(3) organization will have separate boards of directors, but it is anticipated that TAE's sole director will also serve as a director of the 501(c)(3) organization. Additionally, it is anticipated that TAE's president will also serve as president and chief operating officer of both organizations. Neither organization will have the authority to appoint officers or directors of the other organization, nor will directors of one organization automatically be directors of the other.

It is anticipated that the 501(c)(3) organization will solicit direct donations to the organization from businesses, corporate foundations, other section 501(c)(3) organizations, and individuals.

When the 501(c)(3) organization files its Form 1023, it will provide details on the financial relationship between the organizations.

In addition, TAE intends to establish a federal political action committee that will be exempt from federal tax under IRC section 527 and registered with and reporting to the Federal Election Commission. This organization will sponsor independent expenditures advocating the election or defeat of specific federal candidates. It will not make any contributions to federal candidates, other PACs or political party committees.

STATEMENT 4.

Part II, Line 8. Explain how your organization's assets will be distributed on dissolution.

As provided for in ARTICLE EIGHT of the Articles of Incorporation, the Board of Directors, after paying or making provision for the payment of all liabilities and obligations of the corporation and for all necessary expenses of the corporation, shall dispose of all assets of the corporation to one or more organizations that are organized and operated for purposes similar to those of TAE and exempt from taxation under section 501(c)(4) of the Code, or organized and operated exclusively for charitable and/or educational purposes and shall at the time qualify as an exempt organization under section 501(c)(3) of the Code. In no event shall any assets or property be distributed to any director or officer of the corporation, or any private individual.

STATEMENT 5.

Part II, Line 14. Does the organization now lease or does it plan to lease any property? If "Yes," explain in detail. Include the amount of rent, a description of the property, and any relationship between the applicant organization and the other party. Also, attach a copy of any rental or lease agreement. (If the organization is a party, as a lessor, to multiple leases of rental real property under similar lease agreements, please attach a single representative copy of the leases.)

TAE has entered into the attached leases for office space in Washington, D.C. and Omaha, Nebraska. The monthly rent for the premises in Washington, D.C. is $2,455. The office space is a suite comprised of 165 square feet of floor space in an office building in the downtown area of the District of Columbia. There is no relationship between TAE and the lessor. Please see the attached lease at Attachment B-1.

The monthly rent for the premises in Omaha, Nebraska is $180.00 in the first year, with the rent escalating each year pursuant to a schedule in the attached lease. The office space is a suite of approximately 540 square feet comprised of a lobby and two offices in a building on the southwest side of Omaha. TAE leases this space pursuant to a sub-lease agreement with an organization called Opportunity Education Foundation, an organization operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Code for the purpose of making quality educational accessible to children in developing nations. While there is no relationship between the Opportunity Education Foundation and the lessor of the space, the sole director of TAE is also a director of the Opportunity Education Foundation. TAE and Opportunity Education Foundation have no common purpose, officers or staff, but they share a few common spaces, such as a conference room and small kitchen area. The rent paid by TAE to the Opportunity Education

Foundation is fair market value based upon the amount of space leased by TAE. For all other expenses, TAE and the Opportunity Education Foundation have executed an allocation agreement. Please see the attached lease and allocation agreement at Attachment B-2.

STATEMENT 6.

Part II, Line 15. Has the organization spent or does it plan to spend any money attempting to influence the selection, nomination, election, or appointment of any person to any Federal, state, or local public office or to an office in a political organization? If "Yes," explain in detail and list the amounts spent or to be spent in each case.

Like many large, well-known section 501(c)(4) organizations, Taxpayers Against Earmarks, Inc. ("TAE") expects from time to time that it may engage in a limited amount of political campaign activity. However, the vast majority of the organization's activities and resources will be for educational activities that are intended to promote social welfare and further TAE's exempt purposes.

STATEMENT 7.

Part II, Line 16. Does the organization publish pamphlets, brochures, newsletters, journals, or similar printed material? If "Yes," attach a recent copy of each.

No printed materials have been prepared as of the Form 1024 filing date. However, it is anticipated that the organization will prepare brochures, mailings, and other printed materials discussing topics of interest to the organization

STATEMENT 8.

Part III, Line 13. Compensation of officers, directors, and trustees (attach schedule)

Officers/Directors	2010	2011	2012
President	370,000	395,000	395,000
Other Officers	-0-	-0-	-0-
Directors	-0-	-0-	-0-

STATEMENT 9.

Part III, Line 18. Other expenses (attach schedule).

Expense	2010	2011	2012
Legal Fees	50,000	40,000	45,000

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Bank Fees	1,000	2,000	2,000
Accounting Fees	20,000	25,000	30,000
Employee Benefits/ Insurance	14,000	14,000	14,000
Payroll Admin Fees/ Employee Taxes	25,000	25,000	25,000
Utilities/Office Supplies	17,250	17,250	17,250
Travel Expenses	40,200	40,200	40,200

Commonwealth of Virginia

STATE CORPORATION COMMISSION

Richmond, March 22, 2010

This is to certify that the certificate of incorporation of

Taxpayers Against Earmarks, Inc.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: March 22, 2010

State Corporation Commission
Attest:

Joel H. Peck
Clerk of the Commission

CIS0354

ARTICLES OF INCORPORATION

OF

TAXPAYERS AGAINST EARMARKS, INC.

THE UNDERSIGNED, on behalf of the nonstock corporation set forth below, pursuant to Title 13.1, Chapter 10, Article 10 of the Code of Virginia (the "Act"), hereby states as follows:

FIRST: The name of the corporation is the Taxpayers Against Earmarks, Inc. (the "Corporation").

SECOND: The Corporation shall have no members.

THIRD: The initial Board of Directors shall be appointed by the Incorporator. Thereafter, at each annual meeting of the Board of Directors of the Corporation, the director(s) then in office shall elect directors, each director to hold office for a term of one year until the next annual meeting of the Board, or until his or her successor has been elected and qualified. The Board of Directors at a special meeting called to fill a vacancy (including a vacancy caused by an increase in the number of directors) may elect a director(s) to fill the vacancy (or vacancies) until the next annual meeting of the Board, or until the elected director's successor is elected and qualified.

FOURTH: A. The name of the Corporation's initial registered agent is Incorporating Services, Ltd.

B. The initial registered agent is a foreign stock corporation authorized to transact business in Virginia.

FIFTH: A. The Corporation's initial registered office address, which is identical to the business office of the initial registered agent, is 7288 Hanover Green Drive, Mechanicsville, VA 23111.

B. The registered office is physically located in the County of Hanover.

SIXTH: A. The Corporation shall be a nonprofit corporation qualifying for exemption from federal income tax under section 501(c)(4) of the Internal Revenue Code, as now in effect or as may hereafter be amended (the "Code"). The Corporation is organized to promote the common good and general welfare of all Americans by: (i) promoting public policies that ensure the Federal government acts in the interest of all Americans and not the special interests; (ii) promoting government reforms that ensure an open and transparent government and oversight of policies and acts of the Legislative, Executive and Judicial Branches of the Federal government; and (iii) encouraging citizen participation in the shaping of public policies, laws and regulations relating the foregoing. In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest and reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly or through contributions to any charitable or other

tax exempt organization, organized exclusively for charitable, educational, or social welfare purposes, and engage in any lawful act or activity for which corporations may be organized under the Act, as now in effect or an may hereafter be amended.

B. In furtherance of its corporate purposes, the Corporation shall have all the general and emergency powers enumerated in § 13.1-826 and § 13.1-827 of the Act, as now in effect or as may be amended in the future, together with the power to solicit grants and contributions for such purposes.

C. Except as otherwise provided by law or in any Bylaw of the Corporation, the business of the Corporation shall be managed by the Board of Directors of the Corporation, which shall exercise all powers of the Corporation.

SEVENTH: No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, any director or officer of the Corporation, or any other private person, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of the purposes set forth in Article SIX.

EIGHTH: In the event of the dissolution or final liquidation of the Corporation, all of the remaining assets and property of the Corporation shall, after paying or making provision for the payment of all liabilities and obligations of the Corporation and for all necessary expenses of the Corporation, be distributed in the discretion of the Board of Directors to one or more organizations that are organized and operated for purposes similar to those of the Corporation and (i) exempt from taxation under section 501(c)(4) of the Code, or (ii) exempt from taxation under section 501(c)(3) of the Code, or as otherwise permitted by law. In no event shall any of such assets or property be distributed to any member, director or officer of the Corporation, or any private individual.

NINTH: To the fullest extent permitted by the Act, as now in effect or as may be amended in the future, no officer or director of the Corporation shall be personally liable for damages in any proceeding brought by, or in the right of, the Corporation, or in connection with any claim, action, suit or proceeding to which he or she may be or is made a party by reason of being, or having been, an officer or director of the Corporation; provided, however, that such relief from liability shall not apply in any instance where such relief is inconsistent with any provision of the Code applicable to social welfare organizations described in section 501(c)(4) of the Code.

IN WITNESS THEREOF, the undersigned has executed these Articles of Incorporation this 19th day March, 2010.

Brian C Baker

Name: Brian C. Baker
Address:

Incorporator

To: Clerk of the State Corporation Commission
P.O. Box 1197
Richmond, VA 23218-1197
$75 to State Corporation Commission

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BYLAWS

OF

TAXPAYERS AGAINST EARMARKS, INC.

(formed under the Virginia Nonstock Corporation Act)

ARTICLE I

Offices

Section 1.01. Location. The principal office of the Corporation shall be located within or without the Commonwealth of Virginia, at such place as the Board of Directors shall from time to time designate. The Corporation may maintain additional offices at such other places as the Board of Directors may designate. The Corporation shall maintain continuously a registered office within the Commonwealth of Virginia.

ARTICLE II

Purposes

Section 2.01. The Corporation is organized to promote the common good and general welfare of all Americans by: (i) promoting public policies that ensure the Federal government acts in the interest of all Americans and not the special interests; (ii) promoting government reforms that ensure an open and transparent government and oversight of policies and acts of the Legislative, Executive and Judicial Branches of the Federal government; and (iii) encouraging citizen participation in the shaping of public policies, laws and regulations relating the foregoing. In furtherance thereof, the Corporation may receive property by gift, devise or bequest, invest and reinvest the same, and apply the income and principal thereof, as the Board of Directors may from time to time determine, either directly or through contributions to any charitable or other tax exempt organization, organized exclusively for charitable, educational, or social welfare purposes, and engage in any lawful act or activity for which corporations may be organized under the Virginia Nonstock Corporation Act (the "Act"), as now in effect or an may hereafter be amended.

Section 2.02. The Corporation shall be a nonprofit corporation qualifying for exemption from federal income tax under section 501(c)(4) of the Internal Revenue Code, as now in effect or as may hereafter be amended (the "Code").

Section 2.03. The Corporation may, within the limits of applicable law, do all things necessary and desirable for the attainment of its stated purposes.

ARTICLE III

Board of Directors

Section 3.01. Power of Board and Qualification of Directors. All corporate powers shall be exercised by, or under the authority of, and the business of the Corporation shall be managed under the direction of, the Board of Directors. A director need not be a resident of the Commonwealth of Virginia. The Board of Directors may adopt such rules and regulations for the conduct of its business as it shall deem advisable.

Section 3.02. Number of Directors. The number of directors constituting the entire Board of Directors shall be not less than one nor more than fifteen. The number of directors may be increased or decreased by amendment of the Bylaws or by action of the Board of Directors.

Section 3.03. Election and Term of Directors. The first Board of Directors of the Corporation shall consist of the persons named in the Articles of Incorporation. At each annual meeting of the Board of Directors, the director(s) then in office shall elect directors, each director to hold office for a term of one year until the next annual meeting of the Board, and until his or her successor has been elected and qualified (unless he or she sooner ceases to be a director by reason of his or her death, resignation or removal). A decrease in the number of directors shall not shorten an incumbent director's term.

Section 3.04. Newly Created Directorships and Vacancies. Newly created directorships resulting from an increase in the number of directors and vacancies occurring in the Board for any reason, may be filled subject to the provisions of Section 3.03 of these Bylaws, or by a majority vote of the directors at any annual or special meeting. A director elected to fill a vacancy shall hold office until the next annual meeting of the directors and until his or her successor is elected and qualified.

Section 3.05. Removal of Directors. Any one or more of the directors may be removed with or without cause at any time by a majority vote of the directors then in office. A director may be removed only at a meeting called for that purpose. The meeting notice shall state that the purpose, or one of the purposes, of the meeting is the removal of the director.

Section 3.06. Resignation. Any director may resign at any time by delivering written notice to the Board of Directors, its chairman, the president, or the secretary. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the notice is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

Section 3.07. Quorum of Directors and Voting. A majority of the number of directors in office immediately before a meeting begins shall constitute a quorum for the transaction of business. If a quorum is present when the vote is taken, the affirmative vote of a majority of the directors present is an act of the Board of Directors.

Section 3.08. Meetings of the Board. An annual meeting of the Board of Directors shall be held each year, at such time and place as shall be fixed by the Board, for the election of

officers and directors and for the transaction of such other business as may properly come before the meeting.

Regular meetings of the Board shall be held at such times and places as may be fixed by the Board of Directors. Special meetings of the Board may be held at any time whenever called by the Chairman of the Board, the Vice-Chairman of the Board, if any, the President, or any two directors.

Section 3.09. Notice of Directors' Meetings; Waiver of Notice. Regular meetings of the Board of Directors may be held without notice of the date, time, place and purpose of the meeting. Notice of a special meeting of the Board of Directors shall include the information required by the resolution of the Board of Directors calling such meeting and need not describe the purpose of the meeting, unless called for the purpose of removing one or more directors pursuant to Section 3.05 or amending these Bylaws pursuant to Section 6.04.

A director may waive notice before or after the date and time stated in the notice, and such waiver shall be the equivalent of the giving of such notice. Except as set forth the following sentence, the waiver shall be in writing, signed by the director entitled to the notice, and filed with the minutes of the corporate records. A director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to the holding of the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 3.10. Informal Action by Directors: Meetings by Telephone Conference. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all directors consent in writing to such action. Such action shall be evidenced by one or more written consents stating the action taken, signed by each director either before or after the action taken. Written consents shall be effective when the last director signs the consent, unless the consent specifies a different effective date, in which event the action taken is effective as of the date specified therein provided that the consent states the date of execution by each director. A written consent signed pursuant to this section has the effect of a meeting vote and may be described as such in any document. Each written consent shall be included in the minutes or filed with the corporate records reflecting the action taken.

Any one or more directors may participate in a regular or special meeting of the Board of Directors by means of telephone conference or similar communications equipment in which all persons participating in the meeting may simultaneously hear each other during the meeting. A director participating in a meeting by such means is deemed to be present in person at the meeting.

Section 3.11. Compensation of Directors. The Corporation shall not pay compensation to directors for services rendered to the Corporation in their capacity as directors, but directors may be reimbursed for expenses incurred in the performance of their duties for the Board.

Section 3.12. Chairman of the Board. From time to time, the Directors may elect one of the directors to serve as Chairman of the Board. If elected, the Chairman shall serve as

Chairman until the earlier of the date that the Chairman ceases to be a director, or the date that a new Chairman is elected.

ARTICLE IV

Committees

Section 4.01. Committees. The Board of Directors may create one or more committees and appoint directors and/or non-directors to serve on them. Each committee may have two or more members who serve at the pleasure of the Board. To the extent specified by the Board of Directors, each committee that consists only of directors may exercise the authority of the Board, except that a committee may not exercise any authority prohibited by law.

Section 4.02. Committee Rules. Sections 13.1-864 through 13.1-868 of the Virginia Nonstock Corporation Act, as now in effect or as may hereafter be amended, or any other Virginia statutory provision governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the Board of Directors, shall apply to committees and their members as well.

Section 4.03. Service of Committees. Each committee of the Board shall serve at the pleasure of the Board. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct described in 13.1-870 of the Virginia Nonstock Corporation Act, as now in effect or as may hereafter be amended.

ARTICLE V

Officers, Agents and Employees

Section 5.01. Officers. The Board of Directors shall appoint a President, a Treasurer and a Secretary, and such other officers as determined by the Board of Directors. The same individual may simultaneously hold more than one office. The Board of Directors may authorize a duly appointed officer to appoint one or more officers or assistant officers.

Section 5.02. Term of Office and Removal. Each officer shall hold office for the term for which he or she is appointed and until his or her successor has been appointed and qualified. All officers (unless appointed by another duly appointed officer) shall be appointed at the annual meeting of the Board. Replacement officers may be appointed at any time. Any officer may be removed by the Board of Directors at any time with or without cause. Any officer or assistant officer the Board of Directors at any time with or without cause. Any assistant officer appointed by an officer may be removed by the appointing officer (or his or her successor) at any time with or without cause. Election or appointment of an officer shall not itself create a contract right.

Section 5.03. Resignation. Any officer may resign at any time by delivering written notice to the Corporation. Unless the written notice specifies a later effective date to which the Board of Directors agrees, the resignation shall be effective when the notice is received by the Corporation.

Section 5.04. Powers and Duties of Officers. Subject to the control of the Board of Directors, all officers shall have such authority and perform such duties in the management of the Corporation as may be provided by the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices.

A. President. The President shall serve as the chief executive officer of the Corporation. In the absence of the Chairman, the President shall preside at all meetings of the Board of Directors and, subject to the supervision of the Board of Directors, shall perform all duties customary to that office and shall supervise and control all of the affairs of the Corporation in accordance with policies and directives approved by the Board of Directors. The President shall also be the Chief Operating Officer of the Corporation.

B. Secretary. The Secretary shall be responsible for preparing and maintaining custody of minutes of all meetings of the Board of Directors, and for authenticating the records of the Corporation, and shall give or cause to be given all notices in accordance with these Bylaws or as required by law, and, in general, shall perform all duties customary to the office of Secretary. The Secretary shall have custody of the corporate seal of the Corporation, if any; and he or she shall have authority to affix the same to any instrument requiring it; and, when so affixed, it may be attested by her signature. The Board of Directors may give general or specific authority to any officer to affix the seal of the Corporation, if any, and to attest the affixing by his or her signature.

C. Treasurer. The Treasurer shall have the charge and custody of, and be responsible for, all funds of the Corporation. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation, and shall be responsible for the deposit of all monies and other valuable property of the Corporation in the name and to the credit of the Corporation in such banks or depositories as the Board of Directors may designate. Whenever required by the Board of Directors, the Treasurer shall render a statement of accounts; shall, at all reasonable times, make available the books and accounts to any officer or director of the Corporation, and shall perform all duties incident to the office of Treasurer, subject to the supervision of the Board of Directors, and such other duties as shall from time to time be assigned by the Board. The Treasurer shall, if required by the Board of Directors, give such bond or security for the faithful performance of his or her duties as the Board of Directors may require. The Board of Directors shall authorize reimbursement for the price of such bond or security.

The Board of Directors, at its discretion, may appoint an Assistant Treasurer who shall assist the Treasurer in carrying out his or her duties and functions as set forth in Section 5.04(C) and shall perform such duties and functions at the request of, or in the absence of, the Treasurer.

Section 5.05. Agents and Employees. The Board of Directors may appoint agents and employees who shall have such authority and perform such duties as may be prescribed by the Board. The Board may remove any agent or employee at any time with or without cause. Removal without cause shall be without prejudice to such person's contract rights, if any, and the appointment of such person shall not itself create contract rights.

Section 5.06. Compensation of Officers, Agents and Employees. The Corporation may pay compensation in reasonable amounts to officers for services rendered, such amounts to be fixed by a majority of the Board of Directors.

The Corporation may pay compensation in reasonable amounts to agents and employees for services rendered, such amount to be fixed by the Board, or if the Board delegates such power to any officer or officers, then by such officer or officers.

The Board may require officers, agents or employees to give security for the faithful performance of their duties.

ARTICLE VI

Miscellaneous

Section 6.01. Fiscal Year. The fiscal year of the Corporation shall be the calendar year or such other period as may be fixed by the Board of Directors.

Section 6.02. Checks, Notes and Contracts. The Board of Directors shall determine who shall be authorized from time to time on the Corporation's behalf to sign checks, drafts, or other orders for payment of money; to sign acceptances, notes, or other evidences of indebtedness; to enter into contracts; or to execute and deliver other documents and instruments.

Section 6.03. Books and Records. The Corporation shall keep at its office correct and complete books and records of the account, the activities and transactions of the Corporation, the minutes of the proceedings of the Board of Directors and any committee of the Corporation, and a current list of the directors and officers of the Corporation. Any of the books, minutes and records of the Corporation may be in written form or in any other form capable of being converted into written form within a reasonable time.

Section 6.04. Amendment of the Articles of Incorporation/Bylaws. The Bylaws of the Corporation may be adopted, amended or repealed in whole or in part by a majority vote of the directors then in office who are present at any meeting where there is a quorum present, and that is duly held pursuant to a notice specifying the nature of the changes to be considered. The Articles of Incorporation may be amended in whole or in part by a two-thirds vote of the directors then in office pursuant to the applicable provisions of law.

Section 6.05. Indemnification and Insurance. The Corporation may indemnify any director, any former director, any person who while a director of the Corporation may have served at its request as a director, officer, partner, trustee, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, and may, by resolution of the Board of Directors, indemnify any officer, employee or agent against any and all expenses and liabilities actually and necessarily incurred by him or imposed on him in connection with any claim, action, suit, or proceeding (whether actual or threatened, civil, criminal, administrative, or investigate, including appeals) to which he may be or is made a party by reason of being or having been such director, officer, employee or agent; subject to the limitation, however, that there shall be no indemnification in relation to matters

unless such person (1) conducted himself in good faith; (2) believed in the case of conduct in his official capacity with the Corporation that his conduct was in the best interest of the Corporation; and in all other cases that his conduct was at least not opposed to the best interests of the Corporation; or (3) in the case of any criminal proceeding, he had no reasonable cause to believe that his conduct was unlawful. Further, there shall be no indemnification in connection with a proceeding (1) by or in the right of the Corporation in which the director, officer, employee or agent was judged liable to the Corporation, or (2) in which improper personal benefit is charged.

The Corporation shall upon order of a court of competent jurisdiction indemnify a director who entirely prevails in the defense of any proceeding to which he as a party because he is or was a director of the Corporation, for reasonable expenses incurred by him in connection with the proceeding.

Amounts paid in indemnification of expenses and liabilities may include, but shall not be limited to, counsel fees and other fees, costs and disbursements; judgments, fines, and penalties against, and amounts paid in settlement by, such director, officer, employee or agent. The Corporation may pay for or reimburse the reasonable expenses in advance of final disposition of the proceeding provided that the provisions of § 13.1-878 of the Virginia Nonstock Corporation Act are met.

The provisions of this section shall be applicable to claims, actions, suits, or proceedings made or commenced after the adoption hereof, whether arising from acts or omissions to acts occurring before or after adoption hereof.

The indemnification provided by this section shall not be deemed exclusive of any other rights to which such director, officer, or employee may be entitled under any statute, bylaw, agreement, vote of the Board of Directors or otherwise, and shall not restrict the power of the Corporation to make any indemnification permitted by law.

The Board of Directors may authorize the purchase of and maintain insurance on behalf of any director, officer, employee or agent of the Corporation against any liability asserted against or incurred by him which arises out of such person's status in such capacity or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust, employee benefit plan or otherwise, or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

If any part of this section shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037-1350
202-457-6000

Facsimile 202-457-6315
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William J. McGinley
(202) 457-6561
wmcginley@pattonboggs.com

September 27, 2010

FEDEX
Internal Revenue Service
201 West Rivercenter Blvd.
Covington, KY 41011
ATTN: Extracting Stop 312

Re: Taxpayers Against Earmarks, Inc.
EIN: 27-2189012

Dear Sir or Madam:

Please find enclosed the following documents relating to the application of Taxpayers Against Earmarks, Inc. for tax exemption under section 501(c)(4) of the Code:

1. Form 8718, User Fee for Exempt Organization Letter Request, together with a check payable to the "US Treasury" in the amount of $850;
2. Form 2848, Power of Attorney;
3. Form 1024 with Attachments A – B-2;
4. A copy of this letter; and
5. A stamped envelope addressed to me.

I would appreciate your acknowledging receipt of this package by date-stamping the enclosed copy of this cover letter and sending it back to me in the enclosed envelope.

Thank you in advance for considering this application.

Sincerely,

William J. McGinley

Enclosures

5122063

Form **8718**
(Rev. January 2010)
Department of the Treasury
Internal Revenue Service

User Fee for Exempt Organization Determination Letter Request

▶ **Attach this form to determination letter application.**
(Form 8718 is NOT a determination letter application.)

For IRS Use Only

OMB No. 1545-1798
Control number
Amount paid 850
User fee screener

1 Name of organization
Taxpayers Against Earmarks, Inc.

2 Employer Identification Number
27 : 2189012

Caution. Do not attach Form 8718 to an application for a pension plan determination letter. Use Form 8717 instead.

3 Type of request — **Fee**

a ☐ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging not more than $10,000 during the preceding 4 years or
- A new organization that anticipates gross receipts averaging not more than $10,000 during its first 4 years ▶ $400

Note. If you checked box 3a, you must complete the *Certification* below.

Certification

I certify that the annual gross receipts of (name of organization)
have averaged (or are expected to average) not more than $10,000 during the preceding 4 (or the first 4) years of operation.

Signature ▶ Title ▶

b ☑ Initial request for a determination letter for:
- An exempt organization that has had annual gross receipts averaging more than $10,000 during the preceding 4 years or
- A new organization that anticipates gross receipts averaging more than $10,000 during its first 4 years . ▶ $850

c ☐ Group exemption letters ▶ $3,000

Instructions

The law requires payment of a user fee with each application for a determination letter. The user fees are listed on line 3 above. For more information, see Rev. Proc. 2009-8; 2009-1 I.R.B. 229, or latest annual update.

Check the box or boxes on line 3 for the type of application you are submitting. If you check box 3a, you must complete and sign the certification statement that appears under line 3a.

Attach to Form 8718 a check or money order payable to the "United States Treasury" for the full amount of the user fee. If you do not include the full amount, your application will be returned. Attach Form 8718 to your determination letter application.

Generally, the user fee will be refunded only if the Internal Revenue Service declines to issue a determination.

Where To File

Send the determination letter application and Form 8718 to:

Internal Revenue Service
P.O. Box 12192
Covington, KY 41012-0192

Who Should File

Organizations applying for federal income tax exemption, other than Form 1023 filers. Organizations submitting Form 1023 should refer to the instructions in that application package.

Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. If you want your organization to be recognized as tax-exempt by the IRS, you are required to give us this information. We need it to determine whether the organization meets the legal requirements for tax-exempt status.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of Form 8718 are covered in section 6104.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated average time is 5 minutes. If you have comments concerning the accuracy of this time estimate or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:T:SP, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, see *Where To File* above.

MJB

Regus

Office Service Agreement

Agreement Date (mm/dd/yy):	February 12, 2010	Reference No.:	2817689

Business Center Address:
White House (Evening Star Building)
1101 Pennsylvania Avenue NW
6th Floor
Washington, DC 20004

Client Address (Not a Regus Center Address):	
Company Name:	Taxpayers Against Earmarks,Inc.
Contact Name:	Brian Baker
Address:	1542 34th Street NW
Address:	Washington, DC 20007
Phone & Email:	202-651-1752 / bricbaker@gmail.com

Office Payment Details (excluding tax and excluding services)

Office Number	No. of People	Monthly Office Fee	Currency
723	1	2,455	USD
Total per Month	1	2,455	USD

Initial Payment			
	First Month's Fee		2,455
	Service Retainer	2	4,910
	Total Initial Payment		7,365

Monthly Payment	Total Monthly Payment Thereafter	2,455

Length of Agreement:	Start Date	February 15, 2010	End Date*	February 28, 2011

All agreements end on the last calendar day of the month.

Comments:

We are Regus Management Group LLC.,("Regus"). This Agreement incorporates our terms of business set out on attached Terms and Conditions which you confirm you have read and understood. We both agree to comply with those terms and our obligations as set out in them. Note that the Agreement does not come to an end automatically. See "Bringing your Agreement to an end".

Name (printed): Brian Baker

Title (printed): President/COO/GC

Date: 2/12/10

SIGNED on your behalf (Client)

Brian O Baker

Name (printed): Colleen Stanley

Title (printed): Area Sales Manager

Date: February 12, 2010

SIGNED on our behalf

☐ We would like to keep you informed of the latest product news, special offers and other marketing information from preferred partners. If you would like to receive this information then select this box.

TERMS AND CONDITIONS

1. This Agreement

1.1 Nature of this agreement: This agreement is the commercial equivalent of an agreement for accommodation(s) in a hotel. The whole of the Center remains in Regus' possession and control. THE CLIENT ACCEPTS THAT THIS AGREEMENT CREATES NO TENANCY INTEREST, LEASEHOLD ESTATE OR OTHER REAL PROPERTY INTEREST IN THE CLIENT'S FAVOUR WITH RESPECT TO THE ACCOMMODATION(S). Regus is giving the Client the right to share with Regus the use of the Center on these terms and conditions, as supplemented by the House Rules, so that Regus can provide the services to the Client. This agreement is personal to the Client and cannot be transferred to anyone else. This agreement is composed of the front page describing the accommodation(s), the present terms and conditions and the House Rules.

1.2 Comply with House Rules: The Client must comply with any House Rules which Regus imposes generally on users of the Center. The House Rules vary from country to country and from Center to Center and these can be requested locally.

1.3 Duration: This agreement lasts for the period stated in it and then will be extended automatically for successive periods equal to the current term but no less than 3 months (unless legal renewal term limits apply) until brought to an end by the Client or by Regus. All periods shall run to the last day of the month in which they would otherwise expire. The fees on any renewal will be at the then prevailing market rate.

1.4 Bringing this agreement to an end: Either Regus or the Client can terminate this agreement at the end date stated in it, or at the end of any extension or renewal period, by giving at least three months written notice to the other. However, if this agreement, extension or renewal is for three months or less and either Regus or the Client wishes to terminate it, the notice period is two months or (if shorter) one week less than the period stated in this agreement.

1.5 Ending this agreement immediately: To the maximum extent permitted by applicable law, Regus may put an end to this agreement immediately by giving the Client notice and without need to follow any additional procedure if (a) the Client becomes insolvent, bankrupt, goes into liquidation or becomes unable to pay its debts as they fall due, or (b) the Client is in breach of one of its obligations which cannot be put right or which Regus have given the Client notice to put right and which the Client has failed to put right within fourteen (14) days of that notice, or (c) its conduct, or that of someone at the Center with its permission or invitation, is incompatible with ordinary office use .

If Regus puts an end to this agreement for any of these reasons it does not put an end to any outstanding obligations, including additional services used and the monthly office fee for the remainder of the period for which this agreement would have lasted if Regus had not ended it.

1.6 If the Center is no longer available: In the event that Regus is permanently unable to provide the services and accommodation(s) at the Center stated in this agreement then this agreement will end and the Client will only have to pay monthly office fees up to the date it ends and for the additional services the Client has used. Regus will try to find suitable alternative accommodation(s) for the Client at another Regus Center.

1.7 When this agreement ends the Client is to vacate the accommodation(s) immediately, leaving the accommodation(s) in the same condition as it was when the Client took it. Upon the Client's departure or if the Client, at its option, chooses to relocate to different rooms within the Centre, Regus will charge an Office Restoration Service fee to cover normal cleaning and testing and to return the accommodation(s) to its original state. This fee will differ by country and is listed in the House Rules. Regus reserves the right to charge additional reasonable fees for any repairs needed above and beyond normal wear and tear. If the Client leaves any property in the Centre Regus may dispose of it at the Client's cost in any way Regus chooses without owing the Client any responsibility for it or any proceeds of sale. When a Client vacates its accommodation(s) inevitably Regus continues to receive the Client's mail, faxes, telephone calls and visitors. In order to professionally manage the redirection of the Client's calls, mail, faxes and visitors Regus charges a one-time Business Continuity Service. This service lasts for three months after the end of the date of this agreement. If in the event that there are no calls, mail, faxes or visitors this service will not be applied. This fee is located in the house rules.

If the Client continues to use the accommodation(s) when this agreement has ended the Client is responsible for any loss, claim or liability Regus incurs as a result of the Client's failure to vacate on time. Regus may, at its discretion, permit the Client an extension subject to a surcharge on the monthly office fee.

1.8 Employees: While this agreement is in force and for a period of six months after it ends, neither Regus nor the Client may knowingly solicit or offer employment to any of the other's staff employed in the Center. This obligation applies to any employee employed at the Center up to that employee's termination of employment, and for three months thereafter. It is stipulated that the breaching party shall pay the non-breaching party the equivalent of one year's salary for any employee concerned. Nothing in this clause shall prevent either party from employing an individual who responds in good faith and independently to an advertisement which is made to the public at large.

1.9 Client Representation of Regus Employees: Throughout the duration of this agreement, Client agrees that neither Client, nor any of Client's partners, members, officers or employees will represent, or otherwise provide legal counsel to, any of Regus' current or former employees in any dispute with, or legal proceeding against, Regus, or any of Regus' affiliates, members, officers or employees.

1.10 Notices: All formal notices must be in writing to the address first written above.

1.11 Confidentiality: The terms of this agreement are confidential. Neither Regus nor the Client must disclose them without the other's consent unless required to do so by law or an official authority. This obligation continues after this agreement ends.

1.12 Applicable law: This agreement is interpreted and enforced in accordance with the law of the place where the relevant Center is located. Regus and the Client both accept the exclusive jurisdiction of the courts of such jurisdiction. If any provision of these terms and conditions is held void or unenforceable under the applicable law, the other provisions shall remain in force. In the case of Japan all agreements will be interpreted and enforced by the Tokyo District Court.

1.13 Enforcing this agreement: The Client must pay any reasonable and proper costs including legal fees that Regus incurs in enforcing this agreement.

2. Services and Obligations

2.1 Furnished office accommodation(s): Regus is to provide the number of serviced and furnished office accommodation(s) for which the Client has agreed to pay in the Center stated in this agreement. This agreement lists the accommodation(s) Regus has initially allocated for the Client's use. The Client will have a non-exclusive right to the rooms allocated to it. Occasionally Regus may need to allocate different accommodation(s), but these accommodation(s) will be of reasonably equivalent size and Regus will notify the Client with respect to such different accommodation(s) in advance.

2.2 Office Services: Regus is to provide during normal opening hours the services, if requested, described in the relevant service description (which is available on request). If Regus decides that a request for any particular service is excessive, it reserves the right to charge an additional fee.

2.3 RegusNET: REGUS DOES NOT MAKE ANY REPRESENTATIONS AS TO THE SECURITY OF REGUS' NETWORK (OR THE INTERNET) OR OF ANY INFORMATION THAT THE CLIENT PLACES ON IT. The Client should adopt whatever security measures (such as encryption) it believes are appropriate to its circumstances. Regus cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of Regus' network (or the Internet). The Client's sole and exclusive remedy shall be the remedy of such failure by Regus within a reasonable time after written notice.

3. Providing the Services

3.1 Access to the accommodation(s): Regus may need to enter the Client's accommodation(s) and may do so at any time. However, unless there is an emergency or the Client has given notice to terminate, Regus will attempt to notify the Client verbally or electronically in advance when Regus needs access to carry out testing, repair or works other than routine inspection, cleaning and maintenance. Regus will also endeavor to respect reasonable security procedures to protect the confidentiality of the Client's business.

3.2 Availability at the start of this agreement: If for any reason Regus cannot provide the accommodation(s) stated in this agreement by the date when this agreement is due to start it has no liability to the Client for any loss or damages but the Client may cancel this agreement without penalty. Regus will not charge the Client the monthly office fee for accommodation(s) the Client cannot use until it becomes available. Regus may delay the start date of this agreement provided it provides to the Client alternative accommodation(s) that shall be at least of equivalent size to the accommodation(s) stated in this agreement.

4. Accommodation(s)

4.1 The Client must not alter any part of its accommodation and must take good care of all parts of the Center, its equipment, fixtures, fittings and furnishings which the Client uses. The Client is liable for any damage caused by it or those in the Center with the Client's permission or at the Client's invitation whether express or implied, including but not limited to all employees, contractors, agents or other persons present on the premises.

4.2 Office furniture and equipment: The Client must not install any cabling, IT or telecom connections without Regus' consent, which Regus may refuse at its absolute discretion. As a condition to Regus' consent, the Client must permit Regus to oversee any installations (for example IT or electrical systems) and to verify that such installations do not interfere with the use of the accommodation(s) by other Clients or Regus or any landlord of the building.

4.3 Insurance: It is the Client's responsibility to arrange insurance for its own property which it brings in to the Center and for its own liability to its employees and to third parties. Regus strongly recommends that the Client put such insurance in place.

5. Use

5.1 The Client must only use the accommodation(s) for office purposes. Office use of a "retail" or "medical" nature, involving frequent visits by members of the public, is not permitted.

5.2 The Client must not carry on a business that competes with Regus' business of providing serviced office accommodation(s).

5.3 The Client's name and address: The Client may only carry on that business in its name or some other name that Regus previously agrees.

5.4 Use of the Center Address: The Client may use the Center address as its business address. Any other uses are prohibited without Regus' prior written consent.

6. Compliance

6.1 Comply with the law: The Client must comply with all relevant laws and regulations in the conduct of its business. The Client must do nothing illegal in connection with its use of the Business Center. The Client must not do anything that may interfere with the use of the Center by Regus or by others, cause any nuisance or annoyance, increase the insurance premiums Regus has to pay, or cause loss or damage to Regus (including damage to reputation) or to the owner of any interest in the building which contains the Center the Client is using. The Client acknowledges that (a) the terms of the foregoing sentence are a material inducement to Regus' execution of this agreement and (b) any violation by the Client of the foregoing sentence shall constitute a material default by the Client hereunder, entitling Regus to terminate this agreement, without further notice or procedure.

6.2 The Client's personal data may be transferred outside the European Union where Regus has a Center for the purposes of providing the services herein. Regus has adopted internal rules to ensure data protection in accordance with European regulations.

7. Regus' Liability

7.1. The extent of Regus' liability: To the maximum extent permitted by applicable law, Regus is not liable to the Client in respect of any loss or damage the Client suffers in connection with this agreement, with the services or with the Client's accommodation(s) unless Regus has acted deliberately or negligently in causing that loss or damage. Regus is not liable for any loss as a result of Regus' failure to provide a service as a result of mechanical breakdown, strike, termination of Regus' interest in the building containing the Center or otherwise unless Regus does so deliberately or is negligent. In no event shall Regus be liable for any loss or damage until the Client provides Regus written notice and gives Regus a reasonable time to put it right. If Regus is liable for failing to provide the Client with any service under this agreement then subject to the exclusions and limits set out immediately below Regus will pay any actual and reasonable expenses the Client has incurred in obtaining that service from an alternative source. If the Client believes Regus has failed to deliver a service consistent with these terms and conditions the Client shall provide Regus written notice of such failure and give Regus a reasonable period to put it right.

7.2. EXCLUSION OF CONSEQUENTIAL LOSSES, ETC.: REGUS WILL NOT IN ANY CIRCUMSTANCES HAVE ANY LIABILITY FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF ANTICIPATED SAVINGS, LOSS OF OR DAMAGE TO DATA, THIRD PARTY CLAIMS OR ANY CONSEQUENTIAL LOSS UNLESS REGUS OTHERWISE AGREES IN WRITING. REGUS STRONGLY ADVISES THE CLIENT TO INSURE AGAINST ALL SUCH POTENTIAL LOSS, DAMAGE, EXPENSE OR LIABILITY.

7.3. Financial limits to Regus' liability: In all cases, Regus' liability to the Client is subject to the following limits:

- Without limit for personal injury or death;
- Up to a maximum of £1 million / USD$2 million / €1.3 million (or local equivalent) for any one event or series of connected events for damage to the Client's personal property;
- Up to a maximum equal to 125% of the total fees paid between the date the Client moved into its accommodation(s) and the date on which the claim in question arises or £50,000 / USD$100,000 / €65,000 (or local equivalent) whichever is the higher, in respect of any other loss or damage.

8. Fees

8.1 Taxes and duty charges: The Client agrees to pay promptly (i) all sales, use, excise, consumption and any other taxes and license fees which it is required to pay to any governmental authority (and, at Regus' request, will provide to Regus evidence of such payment) and (ii) any taxes paid by Regus to any governmental authority that are attributable to the accommodation(s), including, without limitation, any gross receipts, rent and occupancy taxes, tangible personal property taxes, stamp tax or other documentary taxes and fees.

8.2 Service Retainer/Deposit: The Client will be required to pay a service retainer/deposit equivalent to two months' of the monthly office fee (plus VAT/Tax where applicable) upon entering into this agreement unless a greater amount is specified on the front of this agreement. This will be held by Regus without generating interest as security for performance of all the Client's obligations under this agreement. The service retainer/deposit or any balance after deducting outstanding fees, the Business Continuity and Office Restoration Service and other costs due to Regus, will be returned to the Client after the Client has settled its account with Regus and funds have been cleared.

8.3 Regus may require the Client to pay an increased retainer if outstanding fees exceed the service retainer/deposit held and/or the Client frequently fails to pay Regus when due.

8.4 The Client will be charged an office set up fee per occupant. Fee amounts are located in the House Rules which can be requested at any time.

8.5 Late payment: If the Client does not pay fees when due, a fee will be charged on all overdue balances. This fee will differ by country and is listed in the House Rules. If the Client disputes any part of an invoice the Client must pay the amount not in dispute by the due date or be subject to late fees. Regus also reserves the right to withhold services (including for the avoidance of doubt, denying the Client access to its accommodation(s)) while there are any outstanding fees and/or interest or the Client is in breach of this agreement.

8.6 Insufficient Funds: The Client will pay a fee for any returned check or any other declined payments due to insufficient funds. This fee will differ by country and is listed in the House Rules.

8.7 Regus will increase the monthly office fee each and every anniversary of the start date of this agreement by a percentage amount equal to the increase in the All Items Retail Prices Index, or such other broadly equivalent index which Regus substitutes provided that if the foregoing increase is not permitted by applicable law, then the monthly office fee shall be increased as specified in the House Rules. This will only apply to agreements that have an original start and end date constituting more than a 12 month term. Renewals will be renewed as per clause 1.3 above and only those renewals with a start and end date constituting a term of over 12 months will have the same increase applied.

8.8 Standard services: The monthly office fee and any recurring services requested by the Client are payable monthly in advance. Unless otherwise agreed in writing, these recurring services will be provided by Regus at the specified rates for the duration of this Agreement (including any renewal). Specific due dates will differ by country and are listed in the House Rules. Where a daily rate applies, the charge for any such month will be 30 times the daily fee. For a period of less than a month the fee will be applied on a daily basis.

8.9 Pay-as-you-use and Additional Variable Services: Fees for pay-as-you-use services, plus applicable taxes, in accordance with Regus' published rates which may change from time to time, are invoiced in arrears and payable the month following the calendar month in which the additional services were provided. Specific due dates will differ by country and are listed in the House Rules.

8.10 Discounts, Promotions and Offers: If the Client benefited from a special discount, promotion or offer, Regus may discontinue that discount, promotion or offer if the Client breaches these terms and conditions or becomes past due on two or more occasions.

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT ("Sublease"), is made as of this 20th day of June, 2010, by and between Opportunity Education Foundation, a nonprofit organization, having an office at 10156 L Street, Omaha, Nebraska ("Sublandlord"), and Taxpayers Against Earmarks, a nonprofit organization, having an office at 10164 L Street, Omaha, Nebraska ("Subtenant").

WHEREAS, by a Business Property Lease dated April 17, 2007 (together will all subsequent amendments, the "Lease"), by and between Saybrook Development Company ("Landlord") and Opportunity Education Foundation, the Landlord leased to Sublandlord space located at 10152, 10156, 10160 and 10164 L Street, Omaha, Nebraska (hereinafter referred to as the "Building"), at the rent and subject to the terms and conditions set forth in the Lease; and

WHEREAS, Subtenant desires to sublet from Sublandlord a portion of said space under lease to Sublandlord;

NOW, THEREFORE, the parties hereto, for themselves, their successors and assigns, mutually covenant and agree as follows:

1. Demised Premises. Sublandlord does hereby demise and sublease to Subtenant, and Subtenant does hereby sublease from Sublandlord, for the term and upon the conditions hereinafter provided, an area of approximately 5.4% of the space rented by the Sublandlord from the Landlord located at 10164 L Street, Omaha, Nebraska (such area being hereinafter referred to as the "Demised Premises").

2. Condition. The Demised Premises are subleased to Subtenant upon and subject to the terms and conditions herein set forth, in their "as is" condition existing on the date possession is delivered to Subtenant, without requiring any alterations, improvements, repairs or decorations to be made by Sublandlord, or at Sublandlord's expense, either at the time possession is given to Subtenant or during the entire term of this Sublease, or any extension thereof. In connection therewith, Subtenant represents that it has thoroughly examined the Building and the Demised Premises.

3. Term. The term of this Sublease shall commence on the 20th day of June, 2010, and shall end on April 30, 2013.

4. Annual Base Rent. The total Rent to be paid by the Subtentant to the Sublandlord shall be based on the rent set forth in the Third Modification of Lease Agreement executed by the Sublandlord and the Landlord. The rent below is based on the Subtenant using approximately 5.4% of the 10,000 total square foot under lease by the Sublandlord. The Subtenant will pay the following monthly rent directly to the Sublandlord:

- For the period from June 20, 2010, to April 30, 2011, $180.00 per month
- For the period from May 1, 2011, to April 30, 2012, $191.00 per month
- For the period from May 1, 2012, to April 30, 2013, $203.00 per month

5. Payments. The Monthly Base Rent shall be paid to Sublandlord at 1395 S. Platte River Drive, Denver, CO 80223, or at such other place as Sublandlord may designate in writing, without demand therefor and without and deduction, setoff or abatement whatever, except as expressly provided in this Sublease.

6. Use. Subtenant will use and occupy the Demised Premises solely for general office purposes and in accordance with the use permitted under the applicable zoning regulations.

7. Alterations. Subtenant shall not make any alteration, improvement, decoration, or installation (hereinafter called "Alterations") in or to the Demised Premises without Sublandlord's consent, not to be unreasonably withheld. If any Alterations are made without consent, Landlord or Sublandlord may remove the same, and may correct, repair and restore the Demised Premises and any damage arising from such removal, and Subtenant shall be liable for any and all costs and expenses incurred by Landlord or Sublandlord in the performance of this work.

8. Subtenant's Personal Property. Upon the expiration or earlier termination of this Sublease, Subtenant shall remove all of its furniture, furnishings and equipment, shall repair all damage resulting from such removal or its use of the Demised Premises, and shall surrender the Demised Premises, as so required, in good condition, subject only to reasonable wear and tear and to damage, if any, by fire or other casualty. The obligations of Subtenant as herein provided shall survive the termination of this Sublease.

9. Terms of Lease. All of the terms, provisions, covenants and conditions of the Lease are incorporated herein by reference and hereby made a part hereof. As between the parties hereto, Subtenant hereby assumes all of the obligations of the Sublandlord, as the tenant under the Lease but only to the extent they are applicable to the Demised Premises. Sublandlord shall have all of the rights but not the obligations of the Landlord under the Lease as against Subtenant and, Sublandlord agrees to observe and perform the terms, covenants and conditions on its part to be observed and performed hereunder as well as those applicable terms, covenants and conditions to be observed and performed by Landlord under the Lease with respect to the Demised Premises. Notwithstanding anything in this Sublease to the contrary, Subtenant agrees that Sublandlord shall not be obligated to furnish for Subtenant any services of any nature whatsoever, including, without limitation, the furnishing of heat, electrical energy, air conditioning, elevator service, cleaning, window washing, or rubbish removal services, however, Sublandlord shall be obligated to take all action necessary to obtain the performance of and furnishing of such services for the Demised Premises by Landlord pursuant to the terms of the Lease.

10. Acknowledgment of Lease. Subtenant acknowledges that it has received a true copy of the Lease, that it has reviewed the Lease, and that it is familiar with the contents thereof.

11. Subtenant's Covenants. Subtenant covenants and agrees that Subtenant will not do anything which would constitute a default under the Lease or omit to do anything which Subtenant is obligated to do under the terms of this Sublease and which would constitute a default under the Lease.

12. Indemnification. Subtenant shall and hereby does indemnify and hold Landlord and Sublandlord harmless from and against any and all actions, claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) asserted against, imposed upon or incurred by Landlord or Sublandlord by reason of (a) any violation caused, suffered or permitted by Subtenant, its agents, servants, employees or invitees, of any of the terms, covenants or conditions of the Lease and (b) any damage or injury to persons or property occurring upon or in connection with the use or occupancy of the Sublandlord, or its agents, employees or invitees.

13. Assignment and Sublease. Subtenant agrees not to assign, mortgage, pledge or otherwise encumber this Sublease, nor to sublet the Demised Premises or any part thereof, without the written consent of the Sublandlord and Landlord.

14. Brokers. Subtenant hereby represents and warrants that it has not dealt with any broker in connection with this Sublease for the Demised Premises, and Subtenant will defend and hold harmless Sublandlord from any loss arising from breach of this representation.

15. Entire Agreement. This Sublease contains all of the covenants, agreements, terms, provisions, conditions, warranties and understandings relating to the leasing of the Demised Premises and Sublandlord's obligations in connection therewith, and neither Sublandlord nor any agent or representative of Sublandlord has made or is making, and Subtenant in executing and delivering this Sublease is not relying upon, any warranties, representations, promises or statements whatsoever, except to the extent expressly set forth in this Sublease. All understandings and agreements, if any, heretofore had between the parties are merged to this Sublease, which alone fully and completely expresses the agreement of the parties. The failure of Sublandlord to insist in any instance upon the strict keeping, observance or performance of any covenant, agreement, term, provision or condition of this Sublease or to exercise any election herein contained shall not be construed as a waiver or relinquishment for the future of such covenant, agreement, term, provision, condition or election, but the same shall continue and remain in full force and effect. No waiver or modification of any covenant, agreement, term, provision or condition of this Sublease shall be deemed to have been made unless expressed in writing and signed by Landlord and Sublandlord. No surrender of possession of the Demised Premises or of any part thereof or of any remainder of the term of this Sublease shall release Subtenant from any of its obligations hereunder unless accepted by Sublandlord in writing. The receipt and retention by Sublandlord of monthly base rent or additional rent from anyone other than Subtenant shall not be deemed a waiver of the breach by Subtenant of any covenant, agreement, term or provision of this Sublease, or as the acceptance of such other person as a tenant, or as a release of Subtenant of the covenants, agreements, terms, provisions and conditions herein contained. The receipt and retention by Sublandlord of monthly base rent or additional rent with knowledge of the breach of any covenant, agreement, term, provision or condition herein contained shall not be deemed a waiver of such breach.

16. Successors and Assigns. The obligations of this Sublease shall bind and benefit the successors and permitted assigns of the parties with the same effect as if mentioned in each instance where a party hereto is named or referred to.

17. Notices. Any and all communications delivered hereunder shall be sent by first-class mail: if to Landlord, to the address set forth in the Lease; if to Sublandlord, c/o Opportunity Education, 10156 L. Street, Omaha, Nebraska, Attention: James Ricketts; and if to Subtenant at 10164 L. Street, Omaha, Nebraska, Attention: Stephanie Mesick, or to such other address and attention as any of the above shall notify the others in writing.

18. Landlord's Consent. Consistent with the provisions of paragraph 6 of the Lease, this Sublease shall be effective only upon obtaining the written consent of Landlord, and it is hereby acknowledged by Sublandlord and Subtenant that Landlord's consent to this Sublease shall not create any contractual liability or duty on the part of Landlord or its agent to the Subtenant, and shall not in any manner increase, decrease or otherwise affect the rights and obligations of Landlord and Sublandlord, as the tenant under the Lease, with respect to the Demised Premises.

19. Amendments. Sublandlord and Subtenant shall not amend this Sublease without Landlord's prior written consent, and any such amendment made or entered into without Landlord's consent shall be null and void.

20. Miscellaneous. This agreement may be executed in counterparts or by facsimile and all counterparts or facsimiles shall constitute one agreement.

IN WITNESS WHEREOF, Sublandlord and Subtenant have duly executed this Sublease as of the day and year first above written.

SUBLANDLORD:

OPPORTUNITY EDUCATION FOUNDATION,
A nonprofit organization

By: Alfred Levitt Digitally signed by Alfred Levitt DN: cn=Alfred Levitt, o=Hugo Enterprises LLC, ou, email=alevitt@hugollc.com, c=US Date: 2010.08.31 16:29:55 -04'00'
Name: Alfred Levitt
Title: VP and General Counsel

SUBTENANT:

TAXPAYERS AGAINST EARMARKS,
A nonprofit organization

By: Brian Baker
Name: BRIAN C. BAKER
Title: President

This Sublease is consented to by the Landlord upon the terms set forth herein.

LANDLORD:

SAYBROOK DEVELOPMENT COMPANY,
A Nebraska Partnership

By: _____
Name: Mark Metz
Title: partner

AGREEMENT FOR ALLOCATION OF COSTS AND REIMBURSEMENT OF EXPENSES BETWEEN TAXPAYERS AGAINST EARMARKS AND OPPORTUNITY EDUCATION FOUNDATION

THIS AGREEMENT is made this 28th day of July, 2010, by and between TAXPAYERS AGAINST EARMARKS ("TAE") and OPPORTUNITY EDUCATION FOUNDATION ("OpEd").

WHEREAS, TAE is organized as a nonprofit corporation and operated in a manner consistent with Section 501(c)(4) of the Internal Revenue Code ("Code"), and anticipates filing its application for tax exempt status as social welfare orgnization for the purpose of promoting public policies that increase government transparency and accountability and promote fiscal disciplince; and

WHEREAS, OpEd is organized and operated for charitable and educational purposes within the meaning of section 501(c)(3) of the Code, including, but not limited to, making quality educational accessible to children in developing nations; and

WHEREAS, TAE and OpEd have agreed that it is in their mutual best interests to minimize duplicative expenses and to carry out their respective purposes in an economical and efficient manner, including the sharing of office space and equipment;

NOW, THEREFORE, in consideration of these mutual promises and mutual benefits, TAE and OpEd agree to share a variety of facilities, goods, and services in accordance with the terms set forth below.

Section 1: Sharing of Facilities.

1.1. Equipment and Facilities. Employees of TAE may use office space, office equipment and furniture, and similar items of OpEd.

Section 2: Method of Payment.

2.1. Payment of Direct Costs. TAE shall pay OpEd for all expenses incurred by OpEd on TAE's behalf, including but not limited to the costs of photocopies (charged at a rate of $0.0063 for black/white copies and $0.055 for color copies), provided however, that TAE shall contract directly with vendors for the provision of such goods and services to the extent feasible.

2.2. Payment of Overhead Costs. TAE shall pay OpEd an additional amount to cover overhead costs, which shall be calculated by multiplying the percentage of square footage of OpEd's leased office space actually used by TAE and its employees (calculated to be 5.4% of 10,000 total square footage under lease by OpEd at its Omaha,

Nebraska office location) times the total overhead costs incurred by OpEd, including but not limited to rent, utilites (such as electric, refuse removal, janitorial, telephone, internet access, security system), shared use of the conference room and conference room furniture, general office supplies, photocopier lease expense not accounted for under Section 2.1, local taxes, insurance, and any expenses related to usage of the kitchen.

2.3. Time of Payment. TAE shall make payment to OpEd of the amounts due under this Agreement no less frequently than monthly on the basis of detailed invoices submitted by OpEd. Amounts in arrears for more than thirty (30) days shall earn interest at the rate of 1% per month.

2.4. Change in IRS Requirements. It is the intention of TAE and OpEd that the method of calculating TAE's share of the expenses incurred by OpEd on its behalf shall conform in all material respects with the requirements imposed by the IRS with respect to similarly situated organizations. In the event that either organization is advised by counsel or other tax advisor that the method of calculating TAE's share of expenses set forth in this Agreement no longer conforms with such requirements, the Agreement shall be amended to conform with all IRS requirements.

Section 3: Miscellaneous.

3.1. Termination. This Agreement may be terminated by either party at any time, upon provision of thirty (30) days' notice in writing to the other party.

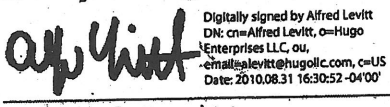
3.2. Integration; Modification. This Agreement sets forth the entire agreement between the parties, and replaces and supersedes all other contracts, agreements, and understandings, written or oral, relating to the subject matter hereof. The Agreement may not be changed or modified except by written instrument executed by both parties.

3.3. Governing Law. The Agreement shall be construed and interpreted in accordance with the laws of Nebraska.

3.4. Effective Date. The provisions of this Agreement shall apply to all applicable expenses incurred since June 20, 2010.

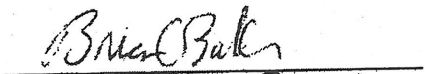
IN WITNESS WHEREOF, the parties hereto have entered into this agreement on the day and year before mentioned.

OPPORTUNITY EDUCATION FOUNDATION,
A nonprofit organization

By: 

Name: Alfred Levitt
Title: VP and General Counsel

TAXPAYERS AGAINST EARMARKS,
A nonprofit organization

By: 
Name: BRIAN C. BAKER
Title: President

Internal Revenue Service

Department of the Treasury

Date: March 1, 2011

Case Number:
420274011
Person to Contact - Group # EOG:7888:
Elizabeth Marquez
ID # 0246191
Contact Telephone Numbers:
(949) 389-4412 Phone
(949) 389-5017 Fax
Response Due Date:
March 23, 2011

Taxpayers Against Earmarks, Inc.
c/o Brian C. Baker
1101 Pennsylvania Avenue, NW, Suite
Washington, DC 20004

Dear Sir or Madam:

We need more information before we can complete our consideration of your application for exemption. Please provide the information requested on the enclosure by the response due date shown above. Your response must be signed by an authorized person or an officer whose name is listed on your application. Also, the information you submit should be accompanied by the following declaration:

> **Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information, and such facts are true, correct, and complete.**

To facilitate processing of your application, **please attach a copy of this letter to your response.** This will enable us to quickly and accurately associate the additional documents with your case file.

If we do not hear from you within that time, we will assume you no longer want us to consider your application for exemption and will close your case. As a result, the Internal Revenue Service will treat you as a taxable entity. If we receive the information after the response due date, we may ask you to send us a new application.

In addition, if you do not respond to the information request by the due date, we will conclude that you have not taken all reasonable steps to complete your application for exemption. Under Code section 7428(b)(2), you must show that you have taken all the reasonable steps to obtain your exemption letter under IRS procedures in a timely manner and exhausted your administrative remedies before you can pursue a declaratory judgment. Accordingly, if you fail to timely provide the information we need to enable us to act on your application, you may lose your rights to a declaratory judgment under Code section 7428.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

Elizabeth Marquez
Exempt Organizations Specialist

Enclosure: Information Request

Cc: William J. McGinley and George J. Schutzer

Additional Information Requested:

PLEASE SEE ATTACHED

PLEASE DIRECT ALL CORRESPONDENCE REGARDING YOUR CASE TO:

US Mail:

Internal Revenue Service
TE/GE:EOG:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

Street Address:

Internal Revenue Service
TE/GE:EOG:7888:em
24000 Avila Road, Room 4308
Laguna Niguel, CA 92677

INTERNAL REVENUE SERVICE
Pacific Coast Area Manager
Attn:TE/GE:EOG:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

Department of the Treasury

Date: March 1, 2011

Person to Contact:
Elizabeth Marquez # 0246191
Telephone Number:
(949) 389-4412 Office
(949) 389-5017 FAX

George J. Schutzer
Patton Boggs, LLP
2550 M Street, NW
Washington, DC 20037

The enclosed material is furnished to you under the provisions of a power of attorney or other authorization you have on file with us. For your convenience, we have listed below the names of the taxpayers this material relates to.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,
LOIS G. LERNER
Director, Exempt Organizations

Enclosures:
[X] Letters
[] Reports
[] Other

Organization's Name: TAXPAYERS AGAINST EARMARKS, INC.

INTERNAL REVENUE SERVICE
Pacific Coast Area Manager
Attn:TE/GE:EOG:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

Department of the Treasury

Date: March 1, 2011

Person to Contact:
Elizabeth Marquez # 0246191
Telephone Number:
(949) 389-4412 Office
(949) 389-5017 FAX

William J. McGinley
Patton Boggs, LLP
2550 M Street, NW
Washington, DC 20037

The enclosed material is furnished to you under the provisions of a power of attorney or other authorization you have on file with us. For your convenience, we have listed below the names of the taxpayers this material relates to.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,
LOIS G. LERNER
Director, Exempt Organizations

Enclosures:
[X] Letters
[] Reports
[] Other

Organization's Name: TAXPAYERS AGAINST EARMARKS, INC.

ORGANIZATION: Taxpayers Against Earmarks, Inc.
CASE # : 420274011
AGENT: Elizabeth Marquez
DATE: March 1, 2011

ADDITIONAL INFORMATION

NOTE: Your response to this letter must be submitted over the signature of an authorized person or of an officer whose name is listed on the application. Also, the information you submit should be accompanied by the following declaration:

Under penalties of perjury, I declare that I have examined this information, including accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for the information.

1. Form 2848 (Power of Attorney) submitted with the exemption application was completed incorrectly. Please submit a corrected and signed Form 2848.

 The Form 2848 should contain the following information:

 a. Name, Taxpayer Identification Number (TIN) and address of the taxpayer (exempt organization or individual) for which POA is being authorized.
 b. Name, address, CAF number, and telephone and fax numbers of the designated representative (POA).
 c. Type of tax (individual, UBI, exempt organization information return, application for exemption, employment, etc.) and tax form number (Form 1040, 990-T, 990, Form 1023 or 1024, 941, etc.)
 d. Year(s) or period(s) ("All Years," "All Periods," or "All Taxes" is not acceptable and will be returned to the taxpayer. The Tax period(s) should match the tax period(s) of the return(s) filed and/or due.
 e. Taxpayer's signature (on joint returns, both spouses must sign). For business/exempt organization filers, the title of the authorizing official must be entered along with such individual's signature), name of business/organization, and date of signature.
 f. If the POA is granted to an attorney, CPA, enrolled agent or enrolled actuary, a declaration of good standing before the IRS must be signed by the representative.

 If the POA is granted to an attorney, CPA, enrolled agent or enrolled actuary, a declaration of good standing before the IRS must be signed by the representative.

2. Statements 2 and 3 of Form 1024 indicate that Brian Baker will receive compensation from the organization. Please fully explain his duties and the number of hours each week that he will devote to such duties. Please fully explain the basis for arriving at the amounts of such compensation.

3. Please submit copies of any brochures, pamphlets, newsletters, advertisements or any other literature regarding the organization.

ORGANIZATION: Taxpayers Against Earmarks, Inc.
CASE # : 420274011
AGENT: Elizabeth Marquez
DATE: March 1, 2011

4. Please provide information as follows pertaining to each of the organization's officers, directors or trustees:

 a. Please describe the duties that each individual performs for the organization.
 b. Other than serving as an officer, director and/or board member for the organization, please provide the names and addresses of each individual's employer/business, the nature of their employment/business, and the number of hours devoted to their employment/business.

5. Please fully explain the nature of the following expenses reflected in Part III, Section A on Page 5 of Form 1024 and its attachment:

 a. Expenses related to the organization's exempt purposes (Line 9),
 b. Other salaries and wages (Line 14),
 c. Legal fees (Statement 9),
 d. Accounting fees (Statement 9), and
 e. Travel expenses (Statement 9).

6. Please fully explain the nature of Leasehold improvements reflected on Line 8 in Part III, Section B on Page 5 of Form 1024.

7. Statement 3 of Form 1024 indicates that the organization's President, Mr. Baker, will form a 501(c)(3) organization that will educate Americans about the importance of public policy issues that affect government transparency and accountability and the federal budget deficit. Please fully describe how the activities of planned 501(c)(3) organization differ from that of the organization.

8. Information presented in Statement 5 of Form 1024 indicates that Mr. Baker will be the President and Chief Operating Officer of the planned 501(c)(3) organization. Please submit the following:

 a. Please fully explain if Mr. Baker will receive compensation from the planned 501(c)(3) organization.
 b. If so, please fully explain how it possible for Mr. Baker to focus on the activities of this organization while being an officer and/or director of another organizations.

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2550 M Street, NW
Washington, DC 20037
202-457-6000

Facsimile 202-457-6315

To:	**Elizabeth Marquez** **Attn: TE/GE:E OG:7888:em**
Company:	**Internal Revenue Service**
Fax Number:	**(949) 389-5017**
Phone Number:	
Total Pages Including Cover:	18
From:	**George J. Schutzer**
Sender's Direct Line:	202-457-5273
Date:	March 21, 2011
Client Number:	028910.0101
Comments:	

IRS - TEGE
Received
MAR 21 2011
Laguna Niguel
Post of Duty

WASHINGTON DC
NORTHERN VIRGINIA
NEW JERSEY
NEW YORK
DALLAS
DENVER
ANCHORAGE
DOHA, QATAR
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If you did not receive all of the pages or find that they are illegible, please call 202-457-5273.

PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037-1350
202-457-6000

Facsimile 202-457-6315
www.pattonboggs.com

March 21, 2011

George J. Schutzer
202-457-5235
GSchutzer@pattonboggs.com

VIA FACSIMILE: (949) 389-5017

Ms. Elizabeth Marquez
Exempt Organizations Specialist
Internal Revenue Service
Attn: TE/GE:EO:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

Re: Taxpayers Against Earmarks, Inc.

Dear Ms. Marquez:

This letter responds to your letter dated March 1, 2011 (copy enclosed) relating to the application of Taxpayers Against Earmarks, Inc. (TAE) for recognition of tax exempt status under section 501(c)(4) of the Internal Revenue Code.

1. Form 2848

A revised version of Form 2848 is attached.

2. Statements 2 and 3 of Form 1024 indicate that Brian Baker will receive compensation from the organization. Please fully explain his duties and the number of hours each week that he will devote to such duties. Please fully explain the basis for arriving at the amounts of such compensation.

Mr. Baker serves as president, secretary, chief operating officer and general counsel for TAE. In those capacities he plans and develops the activities of TAE, directs the implementation of those plans and serves as a public spokesman for the organization. Mr. Baker is the principal strategist for the organization. He identifies and retains consultants and monitors the work of consultants. He reviews the content of all material posted on TAE's website and in all advertisements, documents and other material released in the name of TAE. (See answer to question 3.)

Mr. Baker serves as TAE's principal liaison with Congress. He makes frequent visits to Capitol Hill to educate Members of Congress and Congressional staff and to answer questions. He spends a small portion of his time lobbying.

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As general counsel, Mr. Baker supervises the work of outside counsel and handles functions of inside counsel, such as undertaking legal review of contracts to be entered into by TAE and managing compliance with the DC Nonprofit Corporation Act and good governance practices.

Mr. Baker conducted interviews with Members of Congress concerning Members' positions on earmarks and earmarking, and those interviews are available on TAE's web site. In his capacity as public spokesman for TAE, Mr. Baker has conducted numerous television, radio and newspaper interviews, many of which are also posted on the TAE's web site.

Mr. Baker estimates that he spends an average of fifty hours of week on TAE matters. He is not employed by any other organization and is not a self-employed consultant.

Mr. Baker negotiated the terms of his compensation with Mr. Ricketts, the Chairman of the Board of Directors; Mr. Baker receives less compensation than he had sought. Mr. Ricketts was seeking a bright individual with strong speaking skills, knowledge of Washington, DC, good personal connections and the ability to get things done. Mr. Baker has a unique and broad set of skills and experiences that provide particular value to TAE and permit TAE to be thinly staffed. Mr. Baker has worked for the Senate Republican Conference as a communications staff person, as press secretary to Senator Shelby, and for the Republican National Committee. He worked on the campaigns of five candidates for President. After finishing law school, Mr. Baker clerked for a judge on the U.S. Court of Federal Claims and then practiced law for seven years with a well-known and highly respected law firm on which he was on a path for partnership. Mr. Ricketts lured him from the law firm for less compensation than a seventh year associate was making and for considerably less compensation than Mr. Baker would have expected to earn had he been elected a partner.

Mr. Baker's base compensation is $300,000 per annum. He was eligible to accrue a $50,000 bonus in 2010 and a $80,000 bonus in 2011. The Board of Directors makes decisions on Mr. Baker's bonus based on the amount of work he has performed, the quality of his work, and the success of his efforts. Mr. Baker does not participate in those decisions. TAE recognizes that Mr. Baker is now a "disqualified person" under the "excess benefit transaction" rules and that when making a decision on Mr. Baker's bonus, the Board must take into account section 4958 of the Code and the regulations promulgated thereunder and set compensation including bonus at a level not greater the value of services rendered by Mr. Baker.

3. Please submit copies of any brochures, pamphlets, newsletters, advertisements or any other literature regarding the organization.

TAE has generated a substantial quantity of newsletters, advertisements and other printed literature, including press releases distributed to members of the news media. We have included

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copies of these items in an attachment to this letter that we are sending to you under separate cover.

TAE has built an award winning web site, www.EndingSpending.com, which contains a substantial amount of useful material. The web site includes a digital platform that can be used to identify who receives earmarks as well as an interactive "action center" that has the ability to connect every American with his or her Congressional representatives. The web site is not "static," meaning it needs to be updated regularly so that it remains fresh, engaging, and useful to decision makers, members of the news media, and engaged voters. We have included sample pages from the web site in the attachment that we are sending to you under separate cover.

4. Please provide information as follows pertaining to each of the organization's officers, directors or trustees:

a. Please describe the duties that each individual performs for the organization.

b. Other than serving as an officer, director and/or board member for the organization, please provide the names and addresses of each individual's employer/business, the nature of their employment/business, and the number of hours devoted to their employment/business.

Question	J. Joe Ricketts	Brian Baker	Mark Simmons
Duties	Provides overall direction for the organization; monitors activities of organization; appoints officers; reviews financial statements.	See answer to question 2	Prepares and maintains the financial records of the organization; assists in preparing budget; writes checks for the organization
Name and Address of Employer	Self employed; serves as director of TD Ameritrade for which he receives a retainer. Owns Hugo Enterprises LLC. Primary office address: 1395 S. Platte River Dr, Denver, CO 80223.	Taxpayers for Earmarks, Inc. is sole employer.[1]	Hugo Enterprises LLC[2] 1395 S. Platte River Dr. Denver, CO 80223

[1] Both TAE and Hugo Enterprises LLC use ADP Totalsource to process and handle all employment related issues (including payroll and benefits). Technically, Mr. Baker is an employee of ADP Totalsource and leased to TAE. Totalsource does not direct how its "worksite clients" (such as Hugo or TAE) conduct its businesses or operations.

[2] See note 1.

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Question	J. Joe Ricketts	Brian Baker	Mark Simmons
Nature of Employment/Business	Mr. Ricketts manages private companies of which he is the founder, including The American Film Company, DNAinfo.com, Golden Bison Company dba High Plains Bison, Hugo Real Property LP, and Jackson Fork Ranch LLC.	N/A	Manages financial services and reporting for investment management firm Chief of Staff and Controller for Hugo Enterprises LLC, which among other things, provides technical and financial support to Mr. Ricketts' private businesses.
Number of Hours Devoted to Employment	Not relevant (per discussion with Ms. Marquez)	N/A	Not relevant (per discussion with Ms. Marquez)

Please note that the addresses provided for the officers and directors in Statement 2 of the 1024 statements includes a typographical error. The addresses should be 1101 Pennsylvania Avenue, NW.

5. Please fully explain the nature of the following expenses reflected in Part III, Section A on Page 5 of Form 1024 and its attachment:

a. Expenses related to the organization's exempt purposes (Line 9)

Line 9 included projected expenditures for web site development; research consultants to develop, gather and continually update web site content; consulting and other advice concerning interaction with the news media; preparation of articles, press releases and opinion editorial pieces; development of issue advertisements; videotaping interviews and costs of running issue advertisements and other similar expenses to educate and engage the American public in the fight against Congressional earmarks. Actual expenditures for the first year were approximately half of what was projected.

b. Other salaries and wages (Line 14)

TAE projected that it would have an employee located in Omaha. The Omaha employee serves as director of research and the executive director of the Omaha office. The employee is paid $100,000 per year.

When TAE prepared its budget, it included in this line and the employee benefits line a small amount for the allocable portion of the payroll and benefits for a few individuals employed by Hugo Enterprises, LLC, who were expected to provide minor incidental support services to TAE

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(such as maintaining the books and records of TAE, processing invoices, and assisting with scheduling and travel arrangements). TAE will not reimburse Hugo Enterprises for these amounts. TAE will consult with its accountants to determine if and how such third party expenditures should be reported on its Form 990.

c. Legal fees (Statement 9)

This covers legal fees for outside counsel for preparing organizational documents, assisting with the preparation of the federal and District of Columbia exemption application, and for on going legal advice relating to compliance with federal and state laws, including tax, election, lobbying, and nonprofit corporation law. Counsel may review the organization's first Form 990 and respond to questions from accountants who prepare the form.

d. Accounting fees (Statement 9), and

This covers accounting fees for preparation of the organization's Form 990 and for financial statements that TAE will be required to produce if it solicits contributions from the general public.

e. Travel expenses (Statement 9).

Travel expenses include ground transportation, air transportation and accommodations when TAE officers, employees or volunteers travel on TAE business.

TAE expected that its President, chairman and volunteers would do substantial public speaking on earmarks and federal spending and would participate in panel discussions and other public forums. TAE also anticipated that it would need to transport individuals to Washington to meet with Members of Congress and Executive Branch and their staffs to discuss matters related to the fight against earmarks.

Mr. Baker often travels three times per month to speak in front of groups.

6. Please fully explain the nature of the Leasehold improvements reflected on Line 8 in Part III, Section 5 on Page 5 of Form 1024.

To save on expenses, TAE sublet warehouse space in Omaha for its administrative and financial offices. The leasehold improvement expenses are TAE's share of the expenses of converting warehouse space to office space and adding a bathroom. TAE's actual share of the leasehold improvements was $20,143. As noted in Form 1024, the sublease is from a 501(c)(3) organization, which leases from a landlord that is not related to any of the officers, directors, founders, or employees of TAE.

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7. Statement 3 of Form 1024 indicates that the organization's President, Mr. Baker, will form a 501(c)(3) organization that will educate Americans about the importance of public policy issues that affect government transparency and accountability and the federal budget deficit. Please fully describe how the activities of the planned 501(c)(3) organization differ from that of the organization.

Statement 3 indicates that it is anticipated that TAF (not Mr. Baker) will form a section 501(c)(3) organization. TAF has not formed a section 501(c)(3) organization and has not determined whether it will form a section 501(c)(3) organization and, if so, for what purpose. If a section 501(c)(3) organization is formed, the new organization will be formed for charitable and educational purposes. Its educational material would stand on its own. It would not encourage readers to contact legislators to oppose earmarks or other legislation. The educational material would not be used by TAF in its advocacy activities. Like many section 501(c)(4) organizations, TAF thought that it might be helpful to have a companion section 501(c)(3) organization that can accept charitable contributions and use the funding to undertake educational and other charitable activities.

Before deciding to move forward with a section 501(c)(3) organization, TAF will have to decide whether it can clearly separate the functions of the two organizations. If TAF forms a 501(c)(3) organization, it will describe its relationship with the organization in the new organization's Form 1023.

8. Information presented in Statement 5 [actually Statement 3] of Form 1024 indicates that Mr. Baker will be the President and Chief Operating Officer of the planned 501(c)(3) organization. Please submit the following:

a. Please fully explain if Mr. Baker will receive compensation from the planned 501(c)(3) organization.

As discussed above, a section 501(c)(3) organization has not been formed and TAF has no immediate plans to form one. If one is formed, it is not certain that Mr. Baker will serve as an officer. If one is formed and Mr. Baker becomes its President of Chief Operating Officer, TAF anticipates that one of the following will occur:

(i) Mr. Baker will receive compensation solely from TAF because it may be too difficult to try to track time spent on the business of each organization or his time managing the section 501(c)(3) organization will be relatively minimal.

(ii) Mr. Baker will maintain records of time spent on matters for the section 501(c)(3) organization. The section 501(c)(3) organization will reimburse TAF for the costs of Mr. Baker's

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time pursuant to a cost sharing agreement. He will not be separately paid by the section 501(c)(3) organization.

(iii) The Boards of Directors of each of the organization will determine what percentage of Mr. Baker's time they need. TAE will reduce Mr. Baker's compensation to reflect his reduced service to TAE. The Board of Directors of the 501(c)(3) organization will determine Mr. Baker's compensation for service to the 501(c)(3) organization.

If a 501(c)(3) organization is formed and TAE and the organization share employees or space, an allocation agreement will be entered into to ensure that the 501(c)(3) organization does not subsidize TAE and to ensure that no employee double dips.

TAE will comply with the requirements on Form 990 to report compensation paid by related organizations.

b. If so, please fully explain how it is possible for Mr. Baker to focus on the activities of the organization while being an officer and/or director of another organizations [sic].

Once TAE is fully organized, has a fully developed web site, and has tools in place for updating its research and documents, Mr. Baker may be in a position to cut back the amount of work that he does for TAE and delegate work to other individuals. If, as it now appears to be the case, TAE has been part of a successful movement to eliminate or substantially reduce earmarks, TAE may require less of Mr. Baker's time than it did during its first months of operation. In those cases, Mr. Baker may have sufficient time to serve as a part-time president of an educational organization.

As discussed above, TAE may not form a section 501(c)(3) organization. Instead, it may determine that Mr. Baker's time is best spent focusing on other components of TAE's mission to promote public policies that increase government transparency and accountability and promote fiscal discipline.

As noted above, if Mr. Baker moves to part-time status with TAE, TAE will pay him his full salary only if the 501(c)(3) organization does not pay him. If the 501(c)(3) organization does not reimburse TAE for Mr. Baker's time, TAE will be making a constructive contribution to the 501(c)(3) organization in furtherance of TAE's tax-exempt purposes.

* * * * * * * * * * * * * * *

I hope that this letter responds to all of your questions and that you will be able to approve the application promptly. If you need a clarification of any the responses, please call Bill McGinley or me.

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The penalty of perjury statement appears on the next page.

Sincerely,

George J. Schutzer

George J. Schutzer

Enclosures
Copy of letter from IRS
Form 2848 (revised)
Sample pages from web site, newsletters, etc. (under separate cover)

cc: Brian Baker
William J. McGinley

Penalty of Perjury Statement

Under penalties of perjury, I declare that I have examined the information in the foregoing letter and accompanying documents, and, to the best of my knowledge and belief, the information contains all the relevant facts relating to the request for information and such facts are true, correct and complete.

Brian C. Baker
President, Chief Operating Officer & General Counsel
TAXPAYERS AGAINST EARMARKS, INC.

Form **2848**
(Rev. June 2008)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

► Type or print. ► See the separate instructions.

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I Power of Attorney

Caution: *Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 **Taxpayer information.** Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s)	Employer identification number
Taxpayers Against Earmarks, Inc. **c/o Brian C. Baker** **1101 Pennsylvania Ave., N.W.** **Suite 700** **Washington, DC 20004-2514**		27 2189012
	Daytime telephone number (202) 756-0220	Plan number (if applicable)

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 **Representative(s)** must sign and date this form on page 2, Part II.

Name and address	CAF No. / Telephone No. / Fax No. / Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
William J. McGinley, Patton Boggs LLP **2550 M Street,N.W.,** **Washington, DC 20037**	CAF No. Telephone No. **202-457-6561** Fax No. **202-457-6315**
Name and address	CAF No. **7800-07711R** Telephone No. **202-457-5723** Fax No. **202-457-6315**
George J. Schutzer, Patton Boggs LLP **2550 M Street, N.W.,** **Washington, DC 20037**	Check if new: Address ☐ Telephone No. ☐ Fax No. ☐
Name and address	CAF No. Telephone No. Fax No. Check if new: Address ☐ Telephone No. ☐ Fax No. ☐

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 **Tax matters**

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)
Income-Exemption Application	**1024**	**2010-2011**

4 **Specific use not recorded on Centralized Authorization File (CAF).** If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Uses Not Recorded on CAF** ► ☐

5 **Acts authorized.** The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative or add additional representatives, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 1 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Treasury Department Circular No. 230 (Circular 230). An enrolled retirement plan administrator may only represent taxpayers to the extent provided in section 10.3(e) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practitioner's (levels k and l) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney:

6 **Receipt of refund checks.** If you want to authorize a representative named on line 2 to receive, **BUT NOT TO ENDORSE OR CASH**, refund checks, initial here _____ and list the name of that representative below.

Name of representative to receive refund check(s) ►

7 **Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.

a If you also want the second representative listed to receive a copy of notices and communications, check this box ▶ ☑

b If you do not want any notices or communications sent to your representative(s), check this box ▶ ☐

8 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same tax matters and years or periods covered by this document. If you do not want to revoke a prior power of attorney, check here. ▶ ☐

YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

9 **Signature of taxpayer(s).** If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.

▶ **IF NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	Title (if applicable)
Brian Baker	3/18/11	President + GC + COO

Print Name	PIN Number	Print name of taxpayer from line 1 if other than individual
Brian C. Baker	☐☐☐☐☐	Taxpayers Against Earmarks, Inc.

Signature	Date	Title (if applicable)

Print Name	PIN Number
	☐☐☐☐☐

Part II Declaration of Representative

Caution: *Students with a special order to represent taxpayers in qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program (levels k and l), see the instructions for Part II.*

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Circular 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:

a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.

b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.

c Enrolled Agent—enrolled as an agent under the requirements of Circular 230.

d Officer—a bona fide officer of the taxpayer's organization.

e Full-Time Employee—a full-time employee of the taxpayer.

f Family Member—a member of the taxpayer's immediate family (for example, spouse, parent, child, brother, or sister).

g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).

h Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Circular 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See **Unenrolled Return Preparer** on page 1 of the instructions.

k Student Attorney—student who receives permission to practice before the IRS by virtue of their status as a law student under section 10.7(d) of Circular 230.

l Student CPA—student who receives permission to practice before the IRS by virtue of their status as a CPA student under section 10.7(d) of Circular 230.

r Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a–r)	Jurisdiction (state) or identification	Signature	Date
a	DC, MD		3/21/2011
a	DC	George J. Schutzer	3/18/2011

PATTON BOGGS LLP
ATTORNEYS AT LAW

2550 M Street, NW
Washington, DC 20037-1350
202-457-6000

Facsimile 202-457-6315
www.pattonboggs.com

March 18, 2011

George J. Schutzer
202-457-5273
GSchutzer@pattonboggs.com

BY FEDERAL EXPRESS

Ms. Elizabeth Marquez
Exempt Organizations Specialist
Internal Revenue Service
Attn: TE/GE:E OG:7888:em
24000 Avila Road, Mail Stop 3000
Laguna Niguel, CA 92677

IRS - TEGE
Received
MAR 21 2011
Laguna Niguel
Post of Duty

Re: Taxpayers Against Earmarks, Inc.

Dear Ms. Marquez:

Taxpayers Against Earmarks will be responding to your letter dated March 1, 2011 (copy enclosed) relating to the application of Taxpayers Against Earmarks, Inc. (TAE) for recognition of tax-exempt status under section 501(c)(4) of the Internal Revenue Code with a faxed letter.

To avoid blocking your fax machine for an extended period of time, we are enclosing with this letter the documents requested by your third question. The enclosed pages should be treated as enclosures to the faxed letter and are covered by the penalty of perjury statement that will be included with the faxed letter.

Sincerely,

George J. Schutzer

George J. Schutzer

Enclosures
Copy of letter from IRS
Sample pages from web site, newsletters, etc.

cc: Brian Baker
William J. McGinley

POLITICO

Ending earmarks: It's not complicated

By: Joe Ricketts and Brian Baker
November 16, 2010 04:58 PM EDT

The voters sent a clear message to stop reckless spending. Yet the earmarking system that perpetuates the power of incumbency, fosters a culture of dependency on the government, and produced the infamous "Bridge to Nowhere" and influence-peddling scandals that sent many to prison, still exists. Washington keeps borrowing and spending money we don't have on things we don't need.

But there is now a unique opportunity to make changes: Our Democratic president and soon-to-be Republican-led House agree that it is time to end the corrupting and wasteful practice of earmarks.

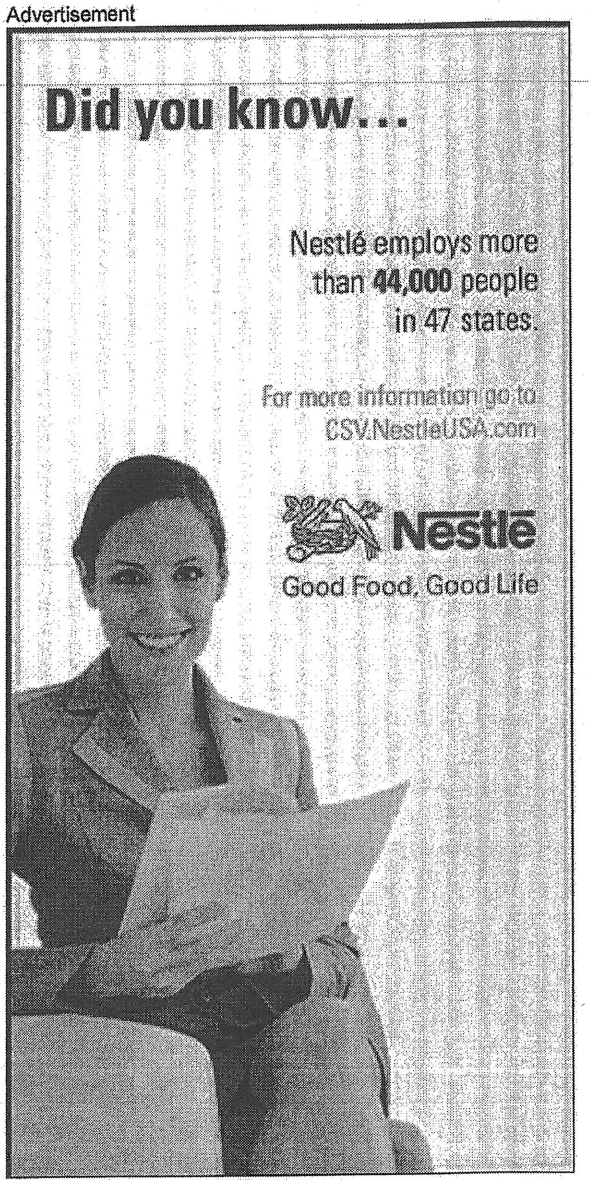
President Barack Obama, in his post-election "mea culpa," affirmed that he is "a strong believer that the earmarking process in Congress isn't what the American people want to see when it comes to making tough decisions about how taxpayer dollars are spent."

He pledged to work with the new House leaders — including the presumptive Speaker John Boehner (R-Ohio), who has never taken an earmark and says that those who request them "rob the public treasury;" and presumptive Majority Leader Eric Cantor (R-Va.), who said that earmarks "serve as a fuel line for the culture of spending that has dominated Washington far too long."

Others have pledged to end earmarks and are supporting Rep. Jeff Flake (R-Ariz.), a leading earmark foe, for a position on the House Appropriations Committee.

This is a big step in the right direction. But more needs to be done to stop earmarks for good — especially in a time of trillion-dollar deficits.

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First, the president, Senate Minority Leader Mitch McConnell (R-Ky.) – who pledged yesterday to support the earmark moratorium in the Senate – and the future speaker should urge Majority Leader Harry Reid (D-Nev.) to pass the same earmark moratorium that GOP members have already enacted in the House.

Senators are due to consider this moratorium later this week in a resolution offered by Sens. Tom Coburn (R-Okla.), Jim DeMint (R-S.C.) and John McCain (R-Ariz.). While one would think the resolution should pass easily, some senators continue defending this bad practice. They argue that earmarking is a fight between co-equal branches over discretionary spending authority.

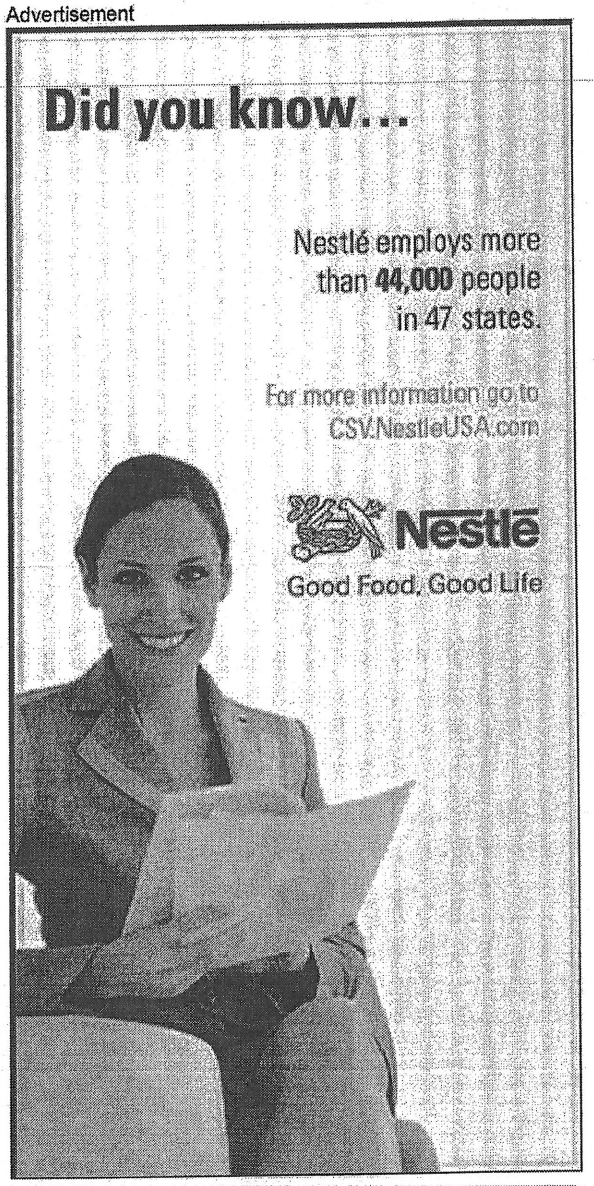
Sen. Jim Inhofe (R-Okla.) calls this fight against earmarks "phony" — saying the ban is meaningless because "if you kill an earmark . . . it doesn't save one cent." But, as Coburn noted, "stopping an activity that spends money does result in less spending."

For starters, an earmark ban may have prevented extraneous projects — like Inhofe's $1.7 million Oklahoma City river ferry boat program. In any event, while Inhofe now opposes the moratorium, he voted for a similar ban in 2008, when last up for re-election.

Those members of Congress who defend earmarks are wrong: Banning earmarks saves money.

Most earmarks fund projects to benefit only a local, state or special interest. The following earmark requests – among the more than 37,000 requests now pending before Congress – illustrate the problem. The federal government has no business spending: $188,000 to promote the cultural richness of New Mexico hot air balloons; $300,000 to beautify a Bloomfield, N.J., municipal plaza, and

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$400,000 to restore the Flynn Mansion in Iowa.

In recommending that Congress ban earmarks, we aren't suggesting giving the president a "blank check" to spend that money. Rather, this money should not be spent at all. Congress can cut it entirely.

No one – not a president, senator or bureaucrat – should have "discretion" to spend federal tax dollars on such hyper-local projects that do not benefit the nation and for which there seems scant constitutional authority.

Moreover, banning earmarks is likely to help remove the stain on Congress from the appearance of impropriety. The outgoing chairman of the House Appropriations Committee has admitted that earmarks have been used as "internal bribes" to pass unaffordable spending bills or government programs.

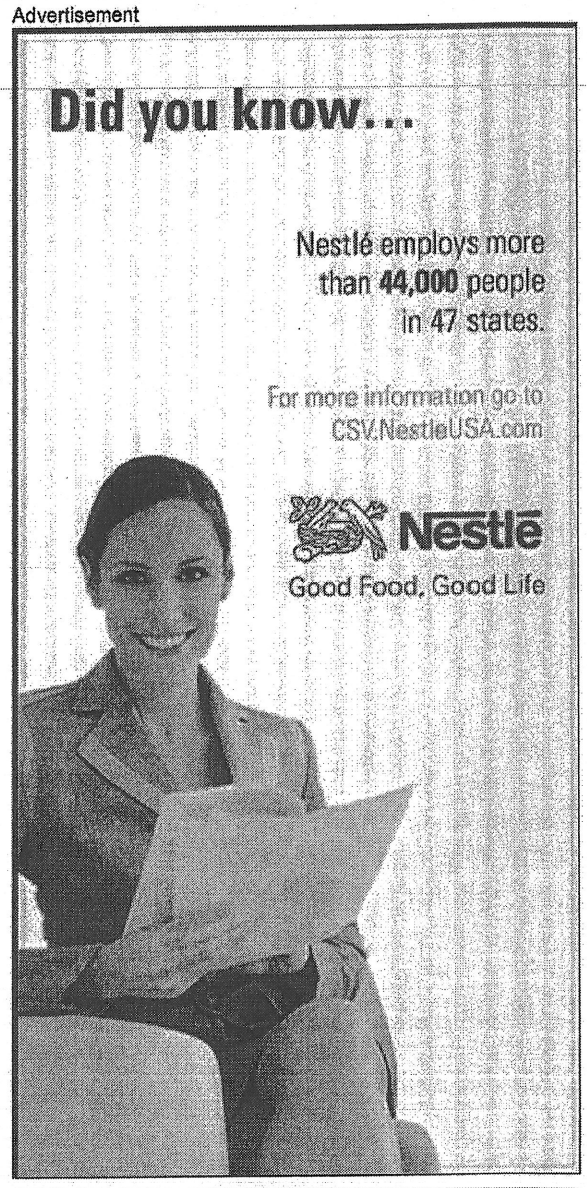
To say nothing of the apparent connection between campaign contributions and earmark decisions. For example, a ban may have prevented Reid from requesting more than $3 million in earmarks for unwanted military equipment -- to be purchased from a company owned by big campaign contributors.

In March 2010, an overwhelming majority of Senate Republicans voted publicly, but unsuccessfully, for a two-year earmark moratorium. They also supported banning earmarks when there is a deficit.

The vote this week in the Senate Republican Conference – where those who voted before to get rid of earmarks are likely to be joined by newly elected senators – is by secret ballot. We believe that instead of Republicans voting behind closed doors, the full Senate should vote -- in public -- on banning earmarks for good.

Second, the president, aided by a robust

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anti-earmark coalition, should demand that any bills passed in the lame duck session of Congress be earmark free.

But congressional earmarks aren't the only place for waste, fraud and abuse. Consider the many ridiculous programs funded by the 2009 stimulus. The president should immediately apply the same earmark moratorium to his administration -- and ban executive branch earmarks as well.

Americans just went to the polls to send a message that they want out-of-control spending to stop. Now is the first opportunity for Congress and the president to prove that they heard that message.

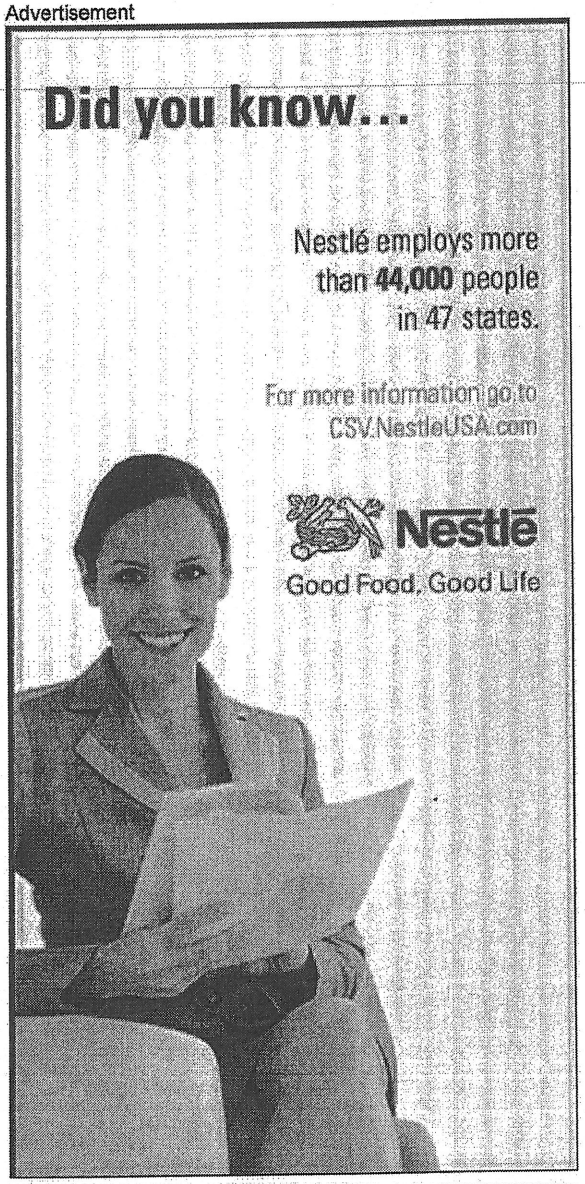
We will be watching.

Joe Ricketts, the founder of Ameritrade, is the founder and chairman of Taxpayers Against Earmarks and the Ending Spending Fund. Brian Baker is the president of Taxpayers Against Earmarks and the Ending Spending Fund/ Their website is **www.endingspending.com**[1].

Shortcuts To Links In Article

1. http://ezurl.co/59cb91

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Taxpayers Against Earmarks Launches Bipartisan Campaign and Website to End Wasteful Government Spending

Ameritrade Founder Joe Ricketts Behind the Effort

Contact: Brian Baker
press@endingspending.com
(202) 688-1880

September 30, 2010, Omaha, Nebraska -- Taxpayers Against Earmarks today launched a new bipartisan campaign to expose wasteful government spending and to stop the misguided practice of earmarks.

This anti-earmark effort, founded by entrepreneur Joe Ricketts, who serves as chairman and CEO, gets underway as polls show that Americans are increasingly frustrated by out-of-control and irresponsible spending in Washington, D.C.

The new Taxpayers Against Earmarks digital community, www.endingspending.com, contains a comprehensive database and interactive map of all earmarks requested by Members of Congress and approved by Congress last year. The website lists each Member as a "Hero" or "Hooligan," based on whether that Member has requested earmarks this year, and contains an action center connecting taxpayers with their elected officials.

"I am gravely concerned about the future of America and want us to get our fiscal house in order," Ricketts said. "Without the political will and due to the lack of tangible consequences, Washington is mortgaging the economic futures of our children and grandchildren to pay for present-day wasteful government spending. With Taxpayers Against Earmarks, I want to help break that dangerous cycle."

Ricketts also announced that he will spend his own money and establish a separate fund to support or oppose federal candidates of both parties depending on their position on earmarks.

"I am not concerned about party affiliation; I'm concerned about ending the wasteful spending in Washington, and so I'm putting my money where my mouth is," Ricketts said. "I believe there should be consequences for our representatives' actions."

Other key Taxpayers Against Earmarks leadership includes Chicago native and Capitol Hill veteran Brian Baker, who serves as president and general counsel of Taxpayers Against Earmarks, and Omaha resident and former business marketing and strategic planning executive Stephanie Mesick, who serves as Taxpayers Against Earmarks executive director of the Omaha Office and director of research and outreach.

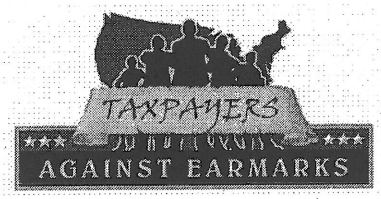
--more--

"Out of control spending is a bipartisan problem requiring a bipartisan solution," Baker said. "Information is the best tool we have to hold politicians accountable for the policies that are stifling innovation and bankrupting America. We will shine a light on Members' records on spending so the American people can decide if their money is being spent wisely."

--30--

About Taxpayers Against Earmarks: Taxpayers Against Earmarks, Inc., a nonpartisan organization seeking recognition under 501(c)(4) of the Internal Revenue Code, is dedicated to educating and engaging American taxpayers about wasteful government spending and the misguided practice of earmarks. In this troubled economy, we must regain control of federal government spending, balance the budget, pay down the national debt, and restore fiscal responsibility in Washington, D.C. For more information, visit www.endingspending.com.

About Joe Ricketts: Mr. Ricketts previously founded the online brokerage company Ameritrade. Mr. Ricketts also owns and operates The American Film Company (www.theamericanfilmcompany.com), Golden Bison Company (www.highplainsbison.com), DNAinfo (www.DNAinfo.com), The Lodge at Jackson Fork Ranch (www.jacksonfork.com), Opportunity Education Foundation (www.opportunityeducation.org), and with his family, Major League Baseball's Chicago Cubs.



United States Senate
Washington, DC 20510

September 30, 2010

Dear Senator:

Today we launched "Taxpayers Against Earmarks" – a new bipartisan campaign dedicated to educating and engaging American taxpayers about wasteful government spending and the misguided practice of earmarks.

As the founder of Ameritrade, I know how important the entrepreneurial spirit is in determining America's future. As government spending has increased, we have taken capital out of the hands of millions of Americans and saddled the citizens of our country with a crushing debt burden of over $13 trillion. In order to be the world's economic leader we have to stop wasteful government spending.

Washington is mortgaging the economic futures of our children and grandchildren, leaving their financial security at risk. It's time to break that cycle. Respectfully, I suggest to you that Members of Congress cannot claim to be against out-of-control spending and an exploding federal budget while continuing to request earmarks and pork barrel projects. Earmarks should be eliminated, and we must reform the federal budget and appropriations process to respect the Constitutional role of Congress while at the same time controlling the size of the federal government.

That's why Taxpayers Against Earmarks has created a new digital community: www.endingspending.com. I invite you to browse the website, as it contains resources relevant not just to every voter, but also to you and your staff. We have information available about why and how earmarks are damaging to both the government and to the economy of your state, and we welcome your ideas as to how we fix this broken system. Of particular interest to you, each Member is listed as either a "Hero" or a "Hooligan" so that your constituents will know whether you have requested earmarks, the specifics of each request and an interactive database to locate federal spending projects in your state.

I hope you will join me in this effort to put America on the road to fiscal sanity. I urge you – whether you are a Hero or a Hooligan, or whether you identify yourself as a Democrat, Republican or Independent – to contact us. We would like to post a video of you on www.endingspending.com explaining or defending your position on this vital issue.

For more information, or to take our "No Earmarks" pledge, please contact Taxpayers Against Earmarks president Brian Baker at 202-756-0220 or bbaker@endingspending.com or executive director of the Omaha office Stephanie Mesick at 402-763-5248 or smesick@endingspending.com.

I appreciate your service to America and look forward to working with you in the future.

Sincerely,

J. Joe Ricketts
Chairman & CEO

[redacted]

"Taxpayers Against Earmarks" Applauds Senate for Rejecting Pork-Laden Massive Spending Bill

Contact: Brian Baker
press@endingspending.com
(202) 688-1880

December 17, 2010 -- Taxpayers Against Earmarks today applauded the Senate for killing the omnibus spending legislation.

Following is a statement from Taxpayers Against Earmarks President Brian Baker:

"We applaud the Senate for listening to the American people and rejecting the pork-laden omnibus spending bill. It was important for them not to take that last 'drink' before heading to rehab in the 112th Congress.

"This has been a long, hard-fought battle against wasteful spending. We commend all those Senators who held fast and said 'no' to earmarks and put an end to the 'middle of the night,''backroom' deals that would have spent billions of dollars of the taxpayers' money on extraneous projects -- and welcome the Senators who are new 'converts' to our anti-wasteful spending crusade.

"The omnibus bill didn't just represent billions of dollars worth of maple syrup subsidies and peanut research, but it's those goodies that would have led Senators to vote for the other massive spending items contained in the bill -- such as billions for military programs the Pentagon does not want or need and money to begin implementation of the health care bill.

"This is a victory for American people and we will continue to watch how their money is being spent in Washington in 2011."

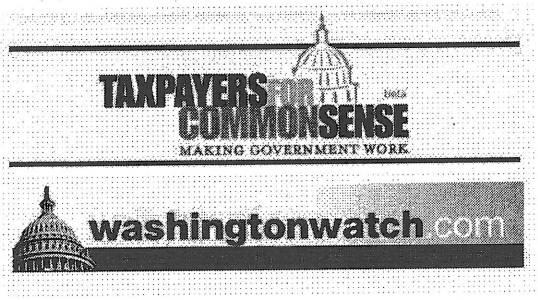
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About Taxpayers Against Earmarks: Taxpayers Against Earmarks, Inc., a nonpartisan organization seeking recognition under 501(c)(4) of the Internal Revenue Code, is dedicated to educating and engaging American taxpayers about wasteful government spending and the misguided practice of earmarks. In this troubled economy, we must regain control of federal government spending, balance the budget, pay down the national debt, and restore fiscal responsibility in Washington, D.C. For more information, visit www.endingspending.com.

[redacted]

[redacted]





Taxpayers Against Earmarks, WashingtonWatch.com & Taxpayers for Common Sense
Launch Comprehensive Earmark Request Database

For Immediate Release
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Washington, DC -- Three leading government transparency advocacy groups – Taxpayers Against Earmarks, WashingtonWatch.com and Taxpayers for Common Sense – today launched the first comprehensive database of more than 39,000 congressional earmark requests submitted for 2011 totaling $130 billion. The database is available online at www.endingspending.com, www.washingtonwatch.com, and www.taxpayer.net.

"Even though some members of Congress insisted that it was technologically impossible or would cost too much to create an earmark requests database, our three groups were able to build a database in less than six months for less than $100,000," said Stephanie Mesick, Director of Research and Outreach for Taxpayers Against Earmarks. "This database allows voters to review all earmark requests in one central place. Given the Senate's failure to follow the House of Representatives in passing an earmark moratorium, the earmark request database is needed now more than ever to hold Members' feet to the fire *before* their earmarks are considered and approved."

"With this database, the American people will finally be able to sift through the tens of thousands of requests seeking $130 billion," said Ryan Alexander, President of Taxpayers for Common Sense. "Lawmakers literally signed on the dotted line that these requests represented a good investment of taxpayer dollars. Now the public can investigate and see if they agree with their elected officials."

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The earmark request database, a joint project of Taxpayers Against Earmarks, WashingtonWatch.com, and Taxpayers for Common Sense, lists all earmark requests made for fiscal year 2011 by each Member of Congress. This comprehensive database would help fulfill what President Obama called for in his 2010 State of the Union Address and what leading members of Congress have been trying to create for the past year. Congress is currently considering the Earmark Transparency Act (S. 3335, introduced by Sens. Tom Coburn (R-OK) and Kirsten Gillibrand (D-NY) and H.R. 5258, introduced by Reps. Bill Cassidy (R-LA) and Jackie Speier (D-CA)).

"Transparency is going to remake Washington, D.C., and earmark transparency is just the start," said Jim Harper, Webmaster of WashingtonWatch.com. "With the information we're providing the public, we're delivering control of the government back to the people." On the WashingtonWatch.com earmark page, visitors are invited to investigate and comment on earmarks for their local areas.

Summary information about the Congressional earmark requests for fiscal year 2011 is attached.

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About Taxpayers Against Earmarks: Taxpayers Against Earmarks, Inc. is a non-partisan organization dedicated to educating and engaging American taxpayers about wasteful government spending and the misguided practice of earmarks. The founder and chairman of Taxpayers Against Earmarks is Joe Ricketts, the founder of Ameritrade. For more information, visit www.endingspending.com.

About WashingtonWatch.com: Government transparency web site WashingtonWatch.com uses government predictions about the costs or savings from proposed laws to calculate the significance to average Americans — in dollars and cents — of proposed changes to the nation's policies. Many of www.WashingtonWatch.com's 1.3 million yearly visitors express their opinions by voting and debating the issues in comment forums from every bill in Congress.

About Taxpayers for Common Sense: Taxpayers for Common Sense is an independent and non-partisan voice for taxpayers working to increase transparency and expose and eliminate wasteful and corrupt subsidies, earmarks, and corporate welfare. For more information, visit www.taxpayer.net.

Fiscal Year 2011 Congressional Earmark Requests
DATA SUMMARY & HIGHLIGHTS

Earmark Request Examples From The Database

- Sen. Thad Cochran (R-MS): $1,000,000 to support infrastructure expansion along the Beach Park Promenade waterfront (City of Pascagoula, MS)
- Sen. Kent Conrad (D-ND): $500,000 to support cool season legume research (recipient: University of Idaho College of Agriculture)
- Sen. Tom Harkin (D-IA): $400,000 to restore the Flynn Mansion (recipient: Living History Farms)
- Sen. James Inhofe (R-OK): $1,000,000 to provide leadership training to school administrators (recipient: Tulsa Public School System, Oklahoma)
- Sen. Richard Lugar (R-IN): $250,000 to purchase a back-up generator for a wastewater facility (recipient: Town of Munster, Indiana)
- Sen. Ben Nelson (D-NE): $150,000 to develop and promote new and existing education programs, exhibits, trails and services (recipient: Lewis & Clark Interpretive Trail and Visitors Center Foundation)
- Sen. Tom Udall (D-NM): $188,000 to develop a media resource center to promote the cultural richness of hot air balloons (recipient: Albuquerque International Balloon Museum Foundation)
- Rep. Mark Critz (D-PA): $10,000,000 to establish the John P. Murtha Center for Public Service (recipient: John P. Murtha Foundation)
- Rep. Ron Paul (R-TX): $2.5 million to redevelop historic downtown area and to purchase trash cans, bike racks and decorative street lighting (recipient: City of Baytown, Texas)
- Rep. Don Young (R-AK): $26,000,000 to construct new addition onto existing swimming pool facility (recipient: Fort Richardson, Alaska)

TOTALS, By Chamber

House	$52,754,363,975	18,431
Senate	$77,895,491,525	20,863
Total:	$130,649,855,500	39,294

TOP 10 SENATE (based on total $ of earmarks requested)

Landrieu, Mary (D-LA)	$4,446,730,381
Wicker, Roger (R-MS)	$3,675,507,465
Brownback, Sam (R-KS)	$2,663,916,759
Menendez, Bob (D-NJ)	$2,488,903,098
Lincoln, Blanche (D-AR)	$2,460,440,057
Bingaman, Jeff (D-NM)	$2,456,909,672
Cochran, Thad (R-MS)	$2,443,498,567
Pryor, Mark (D-AR)	$2,415,483,207
Levin, Carl (D-MI)	$2,385,608,174
Specter, Arlen (D-PA)	$2,212,051,894

TOP 10 SENATE (based on total # of earmarks requested) (continued on next page)

Menendez, Bob (D-NJ)	855
Wicker, Roger (R-MS)	769
Cochran, Thad (R-MS)	712
Landrieu, Mary (D-LA)	707

TOP 10 SENATE (based on total # of earmarks requested) (continued from prior page)

Lautenberg, Frank (D-NJ)	661
Levin, Carl (D-MI)	648
Udall, Tom (D-NM)	597
Specter, Arlen (D-PA)	578
Murray, Patty (D-WA)	509
Bingaman, Jeff (D-NM)	492

TOP 10 HOUSE (based on total $ of earmarks requested)

Clyburn, James (D-SC-6th)	$1,280,747,782
Edwards, Donna (D-MD-4th)	$956,132,708
Cleaver, Emanuel (D-MO-5th)*	$946,541,733* (see below)
Kilpatrick, Carolyn (D-Ml-13th)	$837,291,023
Wasserman Schultz, Debbie (D-FL-20th)	$831,567,504
Cuellar, Henry (D-TX-28th)	$783,852,984
Jackson Lee, Sheila (D-TX-18th)	$752,495,905
Rothman, Steve (D-NJ-9th)	$707,833,401
Hastings, Alcee (D-FL-23rd)	$680,676,364
Sires, Albio (D-NJ-13th)	$637,239,808

TOP 10 HOUSE (based on total # of earmarks requested)

Ryan, Tim (D-OH-17th)	276
Rothman, Steve (D-NJ-9th)	226
Clyburn, James (D-SC-6th)	219
Bishop, Sanford (D-GA-2nd)	218
Hinchey, Maurice (D-NY-22nd)	193
Engel, Eliot (D-NY-17th)	188
Kilpatrick, Carolyn (D-Ml-13th)	184
Brady, Robert (D-PA-1st)	180
Wasserman Schultz, Debbie (D-FL-20th)	176
Hastings, Alcee (D-FL-23rd)	176

TOP 5 STATES (based on total $ earmarks requested)

CA	$7,229,821,498
NY	$7,081,207,350
MS	$6,679,024,943
NJ	$6,293,982,768
TX	$6,246,591,005

TOP 5 STATES (based on per capita $ earmarks requested)

ND	$3,910.58
MS	$2,262.55
NM	$2,182.50
AR	$2,061.35
RI	$1,702.80

TOP 5 STATES (based on total # earmarks requested)

NY	3128
NJ	2274
CA	2209
MI	1783
PA	1763

TOTALS, By Chamber and Party

House Democrats	$51,679,052,061	18,189
House Republicans	$1,075,311,913	241

(Note: Because of Conference earmark moratorium, only 4 Republican members requested earmarks)

Senate Democrats	$54,871,651,473	15,133
Senate Republicans	$22,078,530,257	5,352
Senate Independents	$945,309,795	378

* Instead of posting what he requests of the Appropriations Committee as required, Rep. Cleaver posts "all earmarks requested of the Congressman." Presumably some but not all of these earmarks are submitted to the Committee. One of the earmarks requests on the Congressman's web site is $48 billion for Quality Day Campus, Inc. After conversation with the office, it is unclear whether this request was actually submitted to the Committee. Given this, and considering the extremely large size of the request, it was excluded from both the total and the member data so as not skew the results with an outlier.